

KEVIN J. MIRCH, ESQ.
NV. Bar No. 000923
320 Flint Street
Reno, Nevada 89501
(775) 324-7444

Plaintiff in pro per

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KEVIN J. MIRCH, ESQ.

Plaintiff,
v.

Case No. CV-N-05-641 -RLH-
(RAM)

BRUCE BEESLEY,
ROB BARE, BRIDGET ROBB PECK,
DONALD CHRISTENSEN, STATE BAR
OF NEVADA, DOES I -X
A-Z Corporations,

Defendant.

FIRST AMENDED COMPLAINT FOR DAMAGES.

KEVIN J. MIRCH, in pro per, alleges, avers, and complains as follows:

PARTIES

____1. Plaintiff, Kevin J. Mirch, Esq., at all times relevant hereto was a resident of Washoe County, State of Nevada.

2. Defendant, Bruce Beesley, Esq., at all times relevant hereto has been a resident of Washoe County, State of Nevada.

3. Defendant, Bridget Robb Peck, Esq., at all times relevant hereto was a resident of Washoe County, State of Nevada.

4. Defendant, Robb Bare, Esq., at all times relevant hereto was a resident of Washoe County, State of Nevada.

5. Defendant Donald Christensen, at all times relevant hereto was a resident

1 of Clark County, State of Nevada.

2 6. Defendant DOES I- X at all times relevant hereto were residents of
3 Washoe County, State of Nevada. Donald Christensen works for the City of Reno,
4 City Attorney's Office.

5 7. Defendant A-Z Corporations, at all times relevant hereto were
6 corporations duly and validly existing in the County of Washoe County, State of
7 Nevada.

8 8. Defendant, the State Bar of Nevada, at all times relevant hereto was
9 a corporation duly and validly existing in the State of Nevada, County of Washoe.

10 The following claims for relief apply to each of the Defendants, unless stated
11 elsewhere.

12 **JURISDICTION**

13 9. This action arises under the laws of the United States. The jurisdiction
14 of the Court is based, in part, upon its authority under 28 U.S.C. § 1337 to hear "any
15 civil action or proceeding arising under any Act of Congress regulating Commerce
16 or protecting trade and commerce against restraints and monopolies. Kevin J. Mirch,
17 Esq., brings this action under Section 4 of the Clayton Act (15 U.S.C. § 4) to recover
18 damages incurred as a result of violations by the Defendants of Section 1 of the
19 Sherman Anti-Trust Act, (15 U.S.C. § 1) and Sections 4 and 16 of the Clayton Act
20 (15 U.S.C. §4 and 16) to secure equitable relief against a continuation of those
21 violations to the Defendants' conducting of malicious retaliatory conduct designed
22 to obstruct Mr. Mirch's business by obstructing the litigation which the Defendants
23 cannot win without the help of the State Bar, Northern Nevada Disciplinary Panel.

24 10. Defendants' conduct is designed to cause economic harm to Kevin J.
25 Mirch, Mirch & Mirch, and its clients, who have been successful in high profile
26 cases and to prevent Mr. Mirch from continuing to practice law without fear of
27 retribution from Judges, the State Bar Association, and politically potent individuals

1 who hold positions of substantial power and large corporations with substantial
2 political power.

3 11. At all times relevant to this complaint, Plaintiff and Defendants
4 transacted business, within interstate commerce by representing a substantial number
5 of out of state (Nevada, New Jersey) clients, and receiving monies from the same.
6 Kevin J. Mirch and Mirch & Mirch rendered services, purchased legal materials,
7 including but not limited to the services of California attorneys, paid for equipment
8 and other office materials, including lodging while attending legal hearings, meeting
9 with witnesses, and appearing before subcommittees of the United States Federal
10 Government which affected the flow of interstate commerce and which forms an
11 integral part of the interstate distribution of such services and products which are
12 manufactured, sold and flow in a continuous and uninterrupted stream of interstate
13 commerce.

14 12. Each of the claims for relief set forth in this Complaint are derived from
15 a common nucleus of operative facts involving substantially identical issues of fact
16 and law such that one would ordinarily be expected to try them in one judicial
17 proceeding. Consequently, the entire action constitutes a single case wherein all
18 claims should be combined and tried together in the interests of judicial economy,
19 convenience, fairness and in order to avoid unnecessary duplication and multiplicity
20 of actions. Therefore, this Court has ancillary jurisdiction over all state law claims
21 asserted herein.

22 13. Venue is proper in this Court pursuant to 28 U.S.C.A § 1391(b) because
23 Plaintiff resides in this district and because each of the Defendants live and work in
24 this district. Venue as to each Defendant is proper in this judicial district pursuant to
25 the provisions of Title 15 U.S.C. §22 and Title 28 U.S.C. §1391(b) and © in that each
26 of the Defendants transact business, are registered and/or licensed to transact business
27 and are found in this judicial district. The unlawful activities done pursuant to the

1 conspiracy and course of conduct herein alleged were carried out within the State of
2 Nevada, and in interstate trade and commerce was and is carried on within the
3 Northern District of Nevada.

4 14. Many of the acts of wrongdoing alleged herein occurred by mail or over
5 the telephone.

6 15. The Jurisdiction of this case is also conferred by Sections 28 U.S.C.
7 Section 1331, 1343(3) and (4), and 42 U.S.C. Section 1983, 28 U.S.C. Sections 2201,
8 2202, the fifth and fourteenth amendments to the United States Constitution.
9 Specifically, Plaintiff brings this action to secure equitable relief from actions
10 initiated by defendants under color of law, which are violative of rights, privileges,
11 and immunities guaranteed him by the United States Constitution, and directly under
12 and through Article I, section 10, Clause 1 and the First and Fourteenth amendments
13 to the United States Constitution.

14 FACTS

15 16. For the past 20 years, Plaintiff has been an attorney licensed to practice
16 law in the States of Nevada and California.

17 17. Plaintiff, Mirch, has a been a certified public accountant licensed to
18 practice within the State of Nevada for over 20 years. Mr. Mirch has not be subjected
19 to discipline with in the State of Nevada for 20 years by the State Board of Certified
20 Public Accountants.

21 18. For the past 20 years, Plaintiff has been involved in high profile cases
22 against Prudential Insurance Company, Bank of America, Wells Fargo Bank, Lloyds
23 of London, The State of Nevada, SuperShuttle the United State of America-Internal
24 Revenue Service, the State Bar of Nevada, International Game Technology, Acres
25 Gaming, Aristocrat Gaming, Inc., and Hospital Corporation of America.

26 19. Mr. Mirch has won millions of dollars for his clients and against
27 Prudential Insurance Company of America, Bank of America, Wells Fargo Bank,
28

1 International Game Technology, Acres Gaming, Aristocrat Gaming, Inc., Paris Casino
2 (Caesars Casino), Lloyds of London, Internal Revenue Service, Washoe County
3 (State of Nevada), Nevada Attorney General's Office, and Hospital Corporation of
4 America (HCA). This is not an exhaustive list.

5 20. The litigations involved extremely political issues and large business
6 issues.

7 21. Mr. Mirch and his family have been subjected to a bombing. Washoe
8 County refused to prosecute the offender who admitted to committing the crime
9 because Mr. Mirch was litigating an action against Washoe County. The action
10 against Washoe County was for the wrongful termination of Charles Wiseman who
11 was in charge of collections within Washoe County, Nevada, discovered missing
12 funds from numerous public funds and courtrooms; was terminated when he insisted
13 upon disclosure and prosecution of politically potent individuals; and finally moved
14 to Mexico to avoid threats against himself and his family. Mr. Wiseman's case is
15 pending at the Nevada Supreme Court.

16 22. After winning a number of substantial cases, a scheme was devised
17 against Mr. Mirch to prevent him from practicing law within the States of Nevada
18 and California and knowing that any restriction on his Nevada legal license would
19 impact his ability to practice law in California where he is also licensed. Essentially,
20 reciprocity would impose the same burdens upon Mr. Mirch for practicing properly
21 and whistle blowing.

22 23. For the past 20 years Plaintiff has been successful in defeating the largest
23 law firms in the world (Baker McKenzie) as well as the largest firms in Nevada
24 (Lionel, Sawyer Collins).

25 24. As a result of regularly defeating these firms in jury trials, a scheme was
26 devised to cause harm to the reputation, practice, and legal license of Mr. Mirch and
27 his firm Mirch & Mirch.

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3 **INTERFERENCE BY POLITICALLY ESTABLISHED ATTORNEYS**
4 **WITHIN THE STATE BAR ASSOCIATION**

5 25. Over the last 15 years over more than a dozen frivolous disciplinary
6 complaints have been filed, reviewed, and prosecuted by the State Bar of Nevada
7 against Mr. Mirch and his wife, Mrs. Mirch. Mrs. Mirch practices law with Mr. Mirch
8 as his partner.

9 26. Each of the complaints have been frivolous and are intended to cause Mr.
10 Mirch to move from the Reno area; to cause severe physical and mental harm to Mr.
11 Mirch; to protect businesses from committing crimes; and to protect members of the
12 large companies that supported the certain corrupt members of the judiciary, bar and
13 business from being litigated against by Mr. Mirch.

14 27. Mr. Mirch attended University of Nevada (undergraduate) and New York
15 University for his LL.M. in Taxation. Mr. Mirch is a Certified Public Accountant.

16 **Undisputed History of Obstruction of Justice Against Mr. Mirch**

17 28. When Mr. Mirch first started to practice law within the State of Nevada
18 during 1985, he received a disciplinary notice which stated that it was illegal, and a
19 violation of Nevada Bar Rules to allow anyone to know that he was an attorney as
20 well as a Certified Public Accountant.

21 29. For over 20 years Mr. Mirch has not been allowed to disclose on
22 letterhead, office materials, or in other promotional matters that he was a Certified
23 Public Accountant/Attorney.

24 30. After complaining that he had a right to list his credentials, Mr. Mirch
25 was threatened by Leonard Gang, Esq., bar counsel or a member of the Board of
26 Governors or both that if he disclosed that he was an attorney and certified public
27 accountant that the State Bar of Nevada would find a way to revoke his license.

1 31. At the time Mr. Mirch was struggling with a small practice, a wife and
2 three children.

3 32. Mr. Mirch obeyed the false order and statement of law to avoid further
4 harm to his law practice and to shield his children from obvious harm and
5 embarrassment associated with bar discipline.

6 33. The attacks upon Mr. Mirch were so relentless that he was forced to take
7 cases in California, where he was successful in obtaining verdicts, normally reserved
8 for the attorney hierarchy.

9 34. Mr. Mirch represented the Defendants/Counterclaimants in an action
10 entitled Universal Sales International, Inc. (USI) v. APPI and Dr. Kenneth Frank, in
11 the United States District Court District of Nevada. APPI and Dr. Frank were
12 Counter claimants against the Brooks/USI, but nonetheless obtained a judgment after
13 several years of litigation in excess of \$2.5 million dollars.

14 35. This pending case flows in most part from that action. See below.

15 36. As Mr. Mirch's success in jury verdicts grew, he became known as an
16 attorney that would not sell out his clients; would try cases when appropriate; and
17 would work unbearable hours.

18 **Whistle Blower**

19 37. Over the years Plaintiff has disclosed illegal conduct within the legal
20 system which has caused irreparable harm to his practice in the form of intentional
21 retaliation by members of the State Bar of Nevada, Northern Nevada Disciplinary
22 Panel; Rob Bare, Esq, its counsel; and other "preferred attorneys" and firms such as
23 McDonald Carano, Pat Lundvall, Bruce Laxalt, Sarah Beth Brown, Bruce Beesley,
24 Esq., Bridget Rob Peck, Esq., Judge James Hardesty, Judge Stephen Kosach; and
25 others described herein.

26 38. Mr. Mirch has advised the Federal Bureau of Investigation, the Washoe
27 County District Attorney's Office, Senator Harry Reid, Retired Senator Bryan; Mills
28

1 Lane, Esq., 2 Washoe County District Attorneys; 2 Attorney Generals (Judge Bryan
2 Sandoval and Frankie Sue Del Papa, Esq.), Supreme Court Justices Rose, and
3 Charles Springer) that certain members of the Bar Association were using the State
4 Bar, Northern Nevada Disciplinary Panel, as a weapon to gain an advantage in
5 litigation within the State of Nevada.

6 39. Specifically, the Defendants arranged a scheme whereby Mr. Mirch would
7 be prevented from litigating matters that had political, “preferred attorney
8 adversaries”, and/or substantial clients by threatening criminal action, bar action, and
9 disbarment if Mr. Mirch not only litigated a case, but agreed to take a case; or insisted
10 upon following an order issued by a honest/competent judge.

11 40. Mr. Mirch was particularly threatened if he took pro bono cases involving
12 public fraud or the mismanagement of money by the State of Nevada, Washoe
13 County, or any related entity.

14 41. These Defendants intended to cause the State Bar of Nevada and
15 Members of the Nevada Supreme Court to impose discipline on Mr. Mirch, thus
16 preventing him from representing deserving members of the public.

17 42. Over the years Mr. Mirch had represented retired physicians who had lost
18 privileges at local hospitals for disclosing illegal conduct including sexual
19 misconduct by other physicians, medicare and medicaid fraud. The result was a direct
20 and immediate attack by the State Bar of Nevada, Northern Nevada Disciplinary
21 Panel in order to prevent other similar cases from being filed. The District Attorney’s
22 Office and Attorney General’s Office refused to interject, and actually interfered
23 because political obligations prevented the same.

24 43. Currently, Mr. Mirch is involved in litigation which if successful would
25 have a substantial adverse impact upon the gaming industry in the State of Nevada
26 (manufacturing) and its Casinos (falsifying markers). The State Gaming Control
27 Board and Commission, through the Nevada Attorney General’s Office refused to
28

1 prosecute illegal conduct by hospitals and casinos that were readily violating state
2 and federal statutes. Though aware of the illegal conduct readily occurring within the
3 State of Nevada, attorneys continue to threaten Mr. Mirch, his family, and to pursue
4 similar bar discipline action.

5 **Undisputed Obstruction of Justice**

6 44. On or about December 23, 1991, Garrett Sutton, Esq., confirmed by
7 sworn affidavit that he had been approached by Bruce Beesley, Esq., an insurance
8 defense attorney with strong personal ties to International Game Technology, the
9 Nevada State Bar Association, and the State of Nevada Northern Nevada Disciplinary
10 Panel, and was encouraged to cause substantial harm to Mr. Mirch's legal career. At
11 the time, Mr. Beesley was counsel for IGT in a case entitled *IGT v. the Gold Club*
12 *Casino*, CV 91-3641, Second Judicial District Court, State of Nevada.

13 45. Mr. Beesley advised Mr. Sutton that IGT would settle with his client, Dr.
14 Stuart Wyckoff, for \$60,000, even though it alleged over \$200,000.00 was owed by
15 the Gold Club Casino to IGT if he would file a Bar Complaint against Kevin Mirch
16 with the State Bar of Nevada. The Bar Complaint had to be filed before trial began
17 against IGT and caused Mr. Mirch severe emotional stress and/or his ability to
18 practice law in Nevada or any other State.

19 46. Mr. Sutton declined and advised Mr. Mirch that on December 19, 1991,
20 that he overheard a conversation from between John Cavanaugh, owner of the Gold
21 Dust West, that Mr. Cavanaugh had been told or heard that it was IGT's strategy in
22 the *IGT v. Gold Club Casino Case*, supra, to win by causing Mr. Mirch serious
23 trouble with the Nevada State Bar, Northern Disciplinary Panel, so that he would be
24 unable to litigate or would be so upset that he would be ineffective. The conduct by
25 Bruce Beesley, Bridget Robb Peck, his partner, and the State Bar of Nevada,
26 Northern Nevada Disciplinary Panel, was unethical, civilly actionable, and
27 constituted the crimes of extortion and obstruction of evidence.

1 47. Mr. Sutton provided the Sutton affidavit to the State of Nevada Bar
2 Association which was eventually was provided to Senator Harry Reid and other
3 politicians.

4 48. The Nevada State Bar Association and Senator Reid failed to pursue the
5 matter as the Bar was a political ally with substantial voting and monetary power.

6 49. In the meantime, a number of Mr. Mirch's clients were harassed,
7 threatened, and told to lie in order to cause harm to Mr. Mirch and Mirch & Mirch.

8 **Forman v. Roth**

9 50. On or about June 27, 1995, Mr. Mirch was again threatened when he
10 refused to lie under oath in a case entitled *Forman v. Roth, In the Second Judicial*
11 *District Court, State of Nevada.*

12 51. In the *Forman v. Roth* matter, Mr. Forman provided an affidavit to the
13 Nevada State Bar Association which stated:

14 “Immediately prior to Mr. Mirch's deposition, I overheard a conversation Mr.
15 Lattin was having with Gerald Roth, Jr. I was on the phone in the conference
16 room and Mr. Lattin was discussing Mr. Mirch's anticipated testimony. Mr.
17 Lattin was near the door to the conference door. In that conversation, Mr.
18 Lattin told Mr. Roth not to worry about Mr. Mirch. **He stated that if Mr.**
19 **Mirch testified against Mr. Roth that we would have a problem with the**
20 **Bar Association. He stated that he had knowledge that Mr. Mirch had**
21 **experienced Bar problems.** He further disclosed that one of his partners was
22 involve with the ethics board and would “fuck” Mr. Mirch if he testified
23 against Mr. Roth. Mr. Roth Seemed to encourage that course of conduct and
24 at that point Mr. Roth Laughed. I understand that during the course of my
25 litigation with Mr. Roth, that Mr. Lattin openly threatened my attorneys with
26 state bar actions.

27 52. Mr. Forman sent a letter to Supreme Court Justice Springer who then
28 asked Mr. Olendorff of the State Bar of Nevada to investigate the same.

53. Mr. Olendorff refused to investigate the matter despite assigning special
prosecutor to conduct an investigation. The results of that investigation have
remained private for several years.

54. As a result Mr. Forman suffered retaliation.

55. Mr. Forman received a jury verdict which was improperly reversed by the

1 Court for allegedly lacking sufficient evidence.

2 56. Mr. Forman lost over \$300,000.00 of damages when including attorney
3 fees and costs. This loss resulted in Mr. Forman's business failing or having to be
4 sold (Granny's House Recording Studio). This was a high profile business that was
5 a proud member of the Reno business community.

6 57. As Mr. Mirch represented the partnership he refused to take any sides
7 in the case, but nonetheless was subpoenaed by Donald Lattin into a deposition and
8 eventually trial.

9 58. On June 27, 2005, Lorraine Arms, a noted business personality in the
10 Reno area provided an affidavit which confirmed the attacks made against Mr. Mirch
11 by members of the Nevada State Bar Association. In an affidavit provided to the Bar,
12 the Nevada State Supreme Court, Ms. Arms admitted the following:

13 6. During the settlement discussion, Mr. Roth Disclosed that Mr.
14 Mirch had bar problems and would have problems testifying on
15 my behalf. **Also, I received a letter from Mr. Roth which**
16 **threatened a bar action against my attorneys if they continued**
with the litigation. In addition, I received threats against my
husband and other companies that I owned if the litigation
continued. **[Emphasis added].**

17 59. Mr. Mirch truthfully testified in the *Forman v. Roth* case.

18 60. Shortly thereafter, Mr. Mirch was wrongly charged by the Nevada State
19 Bar, Northern Nevada Disciplinary Panel with wrongdoing related to a trust matter.

20 61. The disciplinary panel appointed against Mr. Mirch included Mr. Malloy
21 who was a partner in the law firm that had threatened Mrs. Arms, Robert Forman,
22 James Zebrowski, and Mr. Mirch if they testified against their client Jerry Roth.

23 62. Mr. Mirch was not informed that Mr. Malloy was the subject of an
24 investigation prior to his disciplinary matter being heard, nor that threats had been
25 made if he truthfully testified in the *Forman v. Roth* trial.

26 63. Mr. Malloy had a duty not only to disclose his conflict with Mr. Mirch
27 during the disciplinary matter, but also that a special prosecutor had been appointed
28

1 in a case involving his firm and Judge Whitehead. Instead, of properly investigating
2 these matters, an attempt to go after Mr. Mirch was undertaken.

3
4 **Boyer v. Bank of America**

5 64. Later, Judge Whitehead was charged with misconduct in an unrelated
6 matter that Mr. Mirch had successfully obtained a very large verdict against Bank of
7 America for its wrongdoing. See *Boyer v. Bank of America, In the Second Judicial*
8 *District Court, In and For the County of Washoe, State of Nevada.*

9 65. Bank of America was represented by Vargas Bartlett and Dixon, now
10 known as Jones Vargas.

11 66. Randall Jones, the son of one of the founders of Jones Vargas, represents
12 Caesars in the marker fraud case pending before the Ninth Circuit Court of Appeals
13 in San Francisco. In that case, Mr. Mirch obtained an \$8,000,000.00 verdict which
14 was eventually overturned on questionable grounds.

15 67. Without knowing this information, Mr. Mirch received a recommendation
16 for suspension, which penalty was reduced for by the Nevada Supreme Court. The
17 charge was that Mr. Mirch had not funded a trust prepared by his office. Mr Mirch did
18 not fund the trust as he was never provided any assets or money to fund the trust. It
19 was impossible for Mr. Mirch to be charged since he controlled no assets of the client
20 and he had no duty or agreement to do any more than prepare estate documents. Mr.
21 Mirch refused to hold client funds in order to protect himself. Instead, the State Bar,
22 Northern Nevada Disciplinary Panel used that fact to cause harm to Mr. Mirch, his law
23 practice and family.

24 68. One of the Judges, Mr. Malloy was aware that his own firm did not fund
25 revokable living trusts, yet caused Mr. Mirch to receive discipline. Essentially, Mr.
26 Malloy and other members of the State of Nevada Northern Nevada Disciplinary Panel
27 were aware that a different standard was imposed upon Mr. Mirch than Mr. Malloy's

1 firm, Walther, Key, Maupin, et. al.

2 69. Mr. Mirch provided a written letter which proved that the Maupin firm did
3 not fund revokable trusts, but received no discipline for the same because funding was
4 not the standard of care at that time. The letter was ignored and instead, Mr. Mirch
5 was subjected to different rules because of his success against businesses and their
6 counsel operating outside the law had created problems having a substantial financial
7 impact upon certain “preferred attorneys” and companies.

8 70. Since that date, Mr. Mirch has been repeatedly maligned and subjected
9 to disciplinary complaints despite repeatedly large verdicts against “preferred
10 attorneys” and their clients (e.g., Beesley and IGT).

11 71. Following his discipline, Mr. Mirch inadvertently learned that Mr. Beesley
12 had arranged for discipline and bragged about it with an insurance company in order
13 to obtain the client’s business. See *Rutherford v. Greentree Insurance*, In the Second
14 Judicial District Court, in the State of Nevada, County of Washoe.

15 **Sworn Documents Proving that high ranking members of the Bar were Mis-**
16 **Using the State Bar Association and State Supreme Court to Obstruct**
Legitimate Cases

17 72. On October 7, 1998, Pete Sullivan, Esq., attorney working for Attorneys
18 Bruce Beesley and Bridget Robb Peck filed an affidavit that admitted that Mr. Mirch
19 was being set up by firms using the Nevada Supreme Court and the State of Nevada
20 Northern Nevada Disciplinary Panel in order to avoid losing cases and to obtain
21 clients.

22 73. In a case entitled *Green Tree Vendor Services v. Rutherford*, CV97-
23 05589, a letter was attached to an affidavit which advised Green Tree to wait before
24 suing, Dr. Rutherford as the Beesley firm was in the process of causing Mr. Mirch to
25 be disbarred:

26 2-14-96 TT Erick./ this firm is on hold until **Lessee’s Atty is suspended**
27 **or disbarred.** Notorious for Filing Counterclaims, ETC. Disbarment

Proceedings going on right now and they should know shortly what happened we will advance 2 mo until this occurs.

8-2-95 Dric cld to discuss ACCT sd debtors Aty is **up for Disbarment-thinks** we should wait 30 days and see what happens — feels that there will be a counter claim against us and prob the law firm sdin past past experience w/this clown. It will cost An arm and leg Defending SD will follow up w/me in 30 days & we can make decision.

7-11-95. RE cl F/sid **kisster (Gordon & Silver)** he cld to adv that they have complaint ready to be filed but till they should let us know that **kevin mirch is a sociopath & will def counter sue us & atty firm and will be seeking punitive Damages SD** they have had dealing S w/him before and he is nuts SD will want to depose me and credit officer and pres of co SD will prob cost quite a bit to defend -SD we would probably prevail but they are concerned about the cost & wanted to make us aware of it. SD will have Eric tough Base w/me when he gets back next wk

[Note: the language is in short form used by the insurance adjuster]

74. This note was accidentally sent to Mr. Mirch.

75. On November 25, 2007 Plaintiff Mirch advised Senator Reid of the threats against himself, Robert Forman, Lorraine Arms, Archie Granata and James Zebrowski. Rob Bare, Esq., Counsel for the Bar Association was advised of the same misconduct. Neither Bare, Senator Reid, nor any member of the Nevada Supreme Court took any action. Instead, Senator Reid, Bruce Beesley, Bridget Robb Peck, and Rob Bare encouraged the misconduct as it protected IGT, Bank of America, Wells Fargo Bank and Greentree from allegations that they were facing.

76. Had Mr. Mirch used the State Bar, Northern Nevada Disciplinary Panel as Beesley, Peck, and Laxalt had to attempt to cause another counsel to be disbarred simply because he feared their legal skills, he would have been disbarred.

77. Mr. Beesley and Ms. Peck should have been disbarred for this conduct. Instead, their misconduct was concealed from the public.

78. Upon information and belief, Rob Bare, Esq., Bruce Laxalt, Bruce Beesley, Bridget Rob Peck, Pat Lundvall, McDonald Carano, and members of the Judiciary that were working with these “preferred counsel”; were protecting IGT and other large contributors in order to prevent disclosure of defective equipment being sold at IGT and misuse by large firms of the Northern Nevada Disciplinary Panel to

1 protect casinos and hearty political contributors.

2 **Threats Against James Zebrowski resulting in the loss of Super Shuttle**

3 79. On July 17, 1995, Mr. James Zebrowski, the founder of SuperShuttle, and
4 a client of Mr. Mirch's provided an affidavit to the State Bar, Northern Nevada
5 Disciplinary Panel and Rob Bare, Esq., that threats had been made against himself and
6 Mr. Mirch if he did not dismiss his litigation against Mr. Roth. As is discussed above,
7 Mr. Roth was represented by a politically powerful member of the State Bar of
8 Nevada. In an affidavit, Mr. Zebrowski provided as follows:

- 9 5. In that same conversation, Mr. Roth informed me that his new law
10 firm would cause problems for Mr. Mirch if he testified on behalf
11 of Mr. Forman. I viewed this comments as being nothing less than
12 extortion.
- 13 6. Upon hearing this. I terminated the services of Mr. Mirch.
14 Approximately, one year later, I did rehire Mr Mirch for an action
15 involved in San Diego, California. Recently, Mr. Mirch tried that
16 action to a \$2,040,530.00 judgment in my favor. During the trial,
17 I disclosed to Mr. Mirch the reason shy I had terminated him
18 initially. At that time, Mr. Mirch became very upset and disclosed
19 to me that he had in fact had serious problems with the State Bar
20 and that he had been adjudged by members of Mr. Lattin's firm.
- 21 7. Based upon the conversation with Mr. Roth, I now believe that a
22 number of lawyers and witnesses may have been swayed through
23 threats with respect to Mr. Forman's settlement in his action.
24 Specifically, I recall Mr. Roth telling me the was going to "fuck"
25 Mr. Forman, Lorraine Arms, and Kevin J. Mirch if they continued
26 with the Forman action and would use his law firm to do this. I
27 interpreted this to mean that his lawyers would use he Nevada
28 State Bar Association to essentially win any action brought against
Mr. Roth and his partner. Mr. Zenklusen.

20 **Kent Robison controlling Special Prosecutor Secretly Assigned**

21 80. On September 8, 1995, Mr. Forman learned from Mr. Lattin's counsel,
22 Kent Robison that he controlled the investigation by the special prosecutor when he
23 wrote a letter to Mr. Forman which stated in pertinent part as follows:

24 To keep this case moving expeditiously until the special prosecutor is
25 appointed, I am arranging for the forwarding of this file to Steven
26 Wolfson, Chair of the Nevada Disciplinary Board, for his review of the
27 potential grievance against Mr. Malloy.

28 Mr. Robison's contact with Mr. Wolfson was an improper contact with an independent

1 member of the Bar for one purpose - to gain an advantage in the litigation.

2 81. Mr. Robison's power was improper and encouraged attacks upon Mr.
3 Mirch simply for testifying truthfully.

4 82. On September 11, 1995, Mr. Robison threatened Mr. Forman by
5 providing: "Enclosed is a copy of an unfiled Complaint. If your retraction is not made
6 and communicated to Ms. Olendorff and Justice Springer on or before September 21,
7 1995, the complaint will be filed and zealously prosecuted. ... I have received
8 information that you have not only defamed Mr. Malloy with your letter of August 28,
9 1995, but that you have also slandered Mr. Malloy in your various verbal comments
10 to associated with the Kevin Mirch Case." This conduct constituted obstruction of
11 justice which Rob Bare refused to prosecute.

12 83. As a whistle blower, Mr. Forman was protected from such attacks from
13 "preferred counsel".

14 84. The Forman/Roth case ended with Mr. Forman obtaining a verdict in the
15 amount of \$200,000.

16 85. Judge Whitehead reduced the verdict to zero claiming that damages had not
17 been proven.

18 86. Judge Whitehead's order occurred shortly after he sold his house to Mr.
19 Forman's opposing counsel, Mr. Lattin.

20 **IGT v. The Gold Club Casino**

21 87. After the Forman/Roth case Mr Mirch was sued by IGT

22 88. Mr. Mirch owned the Gold Club Casino.

23 89. Mr. Mirch was sued for over \$1,000,000.00.

24 90. Mr. Mirch countersued IGT for defective equipment.

25 91. The IGT equipment had held 1.7 % instead of 4.5%.

26 92. Mr. Mirch won a jury verdict and was awarded damages from IGT when it
27 was learned that IGT had sold used equipment previously owned by the Peppermill to

1 the Gold Club with notice that the same was not new nor that it was defective.

2 93. During the litigation, Mr. Mirch was forced to close the Gold Club Casino
3 for a lack of funds.

4 94. Had the Gold Club Casino been sold new equipment it would have earned
5 over \$7,000,000.00.

6 95. The IGT v. Gold Club Casino and Kevin Mirch case involved IGT selling
7 used gaming equipment to the Gold Club Casino without his permission or
8 knowledge, but charging the full price. Representing the Gold Club Casino was Mr.
9 Mirch, in pro per. IGT was represented by Mr. Beesley and Ms. Peck. Ten years later
10 in the IGT v. Wild Game Ng, LLC, case it was learned that IGT had continued to sell
11 used equipment as new with substantial defects that were not disclosed to the public,
12 other casinos, or customers. Currently, IGT faces a world wide recall of all of its
13 equipment, damages owed to other casinos, and to customers cheated by its machines.

14 96. During that litigation, Mr. Mirch endured nearly one dozen bar complaints
15 either encouraged or written by Mr. Beesley and Ms. Peck.

16 97. Mr. Beesley and Ms. Peck worked for a large southern Nevada Firm when
17 the Gold Club/IGT action commenced. After losing, Mr. Beesley and Ms. Peck were
18 terminated.

19 98. Despite the filing of the false Bar complaints, neither the State of Nevada,
20 Northern Nevada Disciplinary Panel nor Mr. Rob Bare, Esq., initiated any action.

21 **Mr. Forman's Whistle Blowing**

22 99. On April 13, 1995, Mr. Forman advised CA Olendorff, Mr. Robison's
23 appointed special prosecutor, that threats had been made against Ms. Arms and that
24 the charges against Mr. Mirch had been considered "trumped up". Later allegations
25 prove that cases were actually timed to harm Mr. Mirch so that incompetent counsel
26 would be successful in made up litigation. "If Mr. Mirch's trumped up charges are
27 being considered by the Nevada Supreme Court, so should yours". This letter was

provided to Dennis Arnoldy, FBI, Hon. Jerry C. Whitehead, Vivian Lynch, Justice Rose, Justice Young, Justice Steffin, Justice Springer, Justice Shearing, and Robert W. Bare, Esq.

Mr. Mirch Discloses Threats if he testifies in the Roth/Forman action

100. As a result of this disclosure of misconduct, Mr. Mirch has suffered repeated charges of misconduct over 2 decades only because he has been enormously successful in his litigation against corrupt politicians, attorneys, and corrupt businesses.

101. In an affidavit dated July 17, 1995, Mr. Mirch provided an affidavit which states in pertinent part as follows:

I was threatened by Donald Lattin, Esq. Mr. Lattin works for the Law Firm of Walther, Key, Maupin, and Oaks, attorney. Specifically, Mr. Lattin called my offices and said that if I testified against Mr. Roth, I would have bar problems and be sued. He said he knew about my bar problem. The only way he would have known about any problems with the bar would have been through Mr. Malloy. Other individuals have also asked me about bar investigations against me. I believe that Mr. Malloy has disclosed these investigations about Mr. Roth and other members of his firm.

Obstruction of Justice

102. As part of its ongoing methods of obstructing justice, the Defendants participated in at least 4 substantial cases which had a severe impact upon the Plaintiffs: *Wiseman v. Washoe County* (altering transcripts to avoid millions of dollars from being stolen from Washoe County, State of Nevada); *Siena v. Acres* (sale of defective gaming software by Acres Gaming Company which was owned and/or controlled by IGT); *Clark v. HCA* (sexual molestation case caused by Hospital Corporation of America, medicare fraud, medicaid fraud, Second Judicial District Court Judges were improperly referring patients to the HCA facility while knowing that the Medicare and Medicaid criminal charges were pending against that facility); *IGT v. ACRES* (defects in gaming devices manufactured by IGT which altered profits earned by preferred casinos and increased losses by casinos not preferred by IGT);

1 defects in computer boards which were hidden from the Gaming Control Board in
2 order to prevent the public and other gaming regulators from other jurisdictions from
3 learning that IGT was selling defective products.

4 **Wiseman v. Washoe County**

5 103. On or about 1998, Plaintiff Represented Charles Wiseman against
6 Washoe County.

7 104. The Wiseman case involved missing money from Washoe County.

8 105. When Wiseman complained about the missing money, he was
9 constructively terminated by making him dress as a woman and perform other
10 degrading things.

11 106. Mr. Wiseman sued Washoe County.

12 107. Counsel for Washoe County manager John MacIntye retained Bonanza
13 Reporting, Diane Brumley its owner, as its court reporter

14 108. Bonanza reporting was owned by the sister of David Grundy, Esq., who
15 had been retained counsel for Defendant John MacIntyre who had been employed by
16 Washoe County.

17 109. During the litigation, Mr. Wiseman noticed that the transcripts were not
18 correct.

19 110. Mr. Wiseman did not know that Mr. Grundy's sister, Diane Brumley, was
20 the Court Reporter. She was literally protected by the State of Nevada Attorney
21 General's Office from prosecution for preparing false transcripts.

22 111. Eventually Mr. Wiseman learned that Mr. Grundy's sister had done the
23 court reporting which was missing over 100 pages of transcripts.

24 112. The missing transcripts involved misconduct by certain judges within the
25 Second Judicial District Court.

26 113. As a result of the misstated transcripts, a summary judgment was granted.

27 114. Currently pending on appeal to the Nevada Supreme Court are claims that
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1 were not granted summary judgment in the federal action.

2 115. Although Mr. Wiseman has requested discipline against Mr. Grundy and
3 his sister, the Nevada State Bar has refused to pursue action against him.

4 116. Neither has any action been brought against Mr. Grundy's sister.

5 117. Because Mr. Mirch insisted upon investigation as to why the transcripts
6 were altered, the State of Nevada Northern Nevada Disciplinary Panel initiated a
7 scheme to cause Mr. Mirch to be disciplined without proper cause.

8 **USI v. Frank/APPI**

9 118. Kevin J. Mirch, Esq., represented Dr. Frank and APPI in an action
10 entitled *Universal Sales v. APPI, Frank, et. al.*, CV-N-91-0375-ECR (VPC).

11 119. On or about January 9, 1992, Kenneth Frank individually, and on behalf
12 of APP, entered into a contract with Kevin Mirch for legal services. Pursuant to the
13 terms and conditions of his agreement with Dr. Frank and APPI, Mr. Mirch was
14 entitled to 40% of any amounts collected on the judgment plus \$25 per hour.

15 120. The \$25.00 per hour was charged because the Franks had already been
16 sued and Mr. Mirch filed a Counter Claim.

17 121. Dr. Frank had been sued by Mr. and Mrs. Martin Brooks and Universal
18 Sales, Incorporated. Dr. Frank counter claimed the Brooks and USI.

19 122. Dr. Frank and APPI were willing to walk away from the action without
20 any award, just as long as they would not be civilly liable for damages.

21 123. After several years of litigation against highly competent counsel, on or
22 about March 20, 1995, the Federal District Court entered an order awarding
23 \$3,439,868.00 to Kenneth Frank, Stephen Cherniske and his related entity Advanced
24 Physicians' Products.

25 124. Mr. Mirch was entitled to 40% of these funds.

26 **Frank/APPI efforts to collect USI judgment**

27 125. Dr. Frank, Judy Frank, and APPI fraudulently attempted to collect the
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1 amounts due from Universal Sales. The attempt was made without the knowledge or
2 permission of Mr. Mirch.

3 126. During 1995, McDonald Carano and Jeffrey Dickerson were retained by
4 Dr. Frank or his related entities and individuals to find the Brooks/USI assets.

5 127. Mr. Mirch was not aware that other counsel had been hired by Dr. Frank
6 from 1995 until after 2000.

7 128. After 2000, Mr. Mirch learned that McDonald Carano had used, nearly
8 exclusively, Billy Savage a private investigator. Mr. Savage's ex-wife has admitted
9 that Mr. Savage regularly broke into houses and businesses to obtain evidence or
10 contracts in order get his clients out of having to pay amounts owed.

11 129. Mary Savage informed Mr. Mirch in November of 2005, that Mr. Savage
12 had represented McDonald Carano and provided copies of billing statements showing
13 the relationship that existed between the Savage Investigative Firm and the McDonald
14 Law Firm.

15 130. Not only did Pat Lundvall, Esq., use the Savage firm, but many members
16 of her firm used his services.

17 131. Not only did Ms. Lundvall have a business relationship, as divorce
18 attorney, with Mr. Savage, but they shared a social relationship for several years.

19 132. Ms. Lundvall's relationship was so close that she represented Mr. Savage
20 in his divorce against Mrs. Savage.

21 133. That divorce consisted of many questionable decisions because the
22 presiding judge had been a previous partner in McDonald Carano and should have
23 recused herself from the proceedings.

24 134. Upon information and belief, Mr. Savage was retained by either Dr. Frank
25 and/or the McDonald Law firm to break into Mr. Mirch's office and obtain contracts
26 he had with Dr. Frank for professional services rendered by Mirch & Mirch for over
27 5 years of services and resulting in millions of dollars of relief.

1 135. The McDonald firm lied that the Brooks/USI had no assets, when in 1995
2 they had discovered the assets, their location, but none the less, told Judge Hardesty
3 that Mr. Mirch had manufactured the fact that they knew about the location of assets.

4 136. These statements were false as in 1995 Mr. Savage had located millions
5 of dollars of assets in the United States, Canada, the Cayman Islands and many other
6 locations.

7 137. Dr. Frank chose not to hire Mr. Savage and instead entered into an
8 agreement to pay Mr. Emanuel Kopstein, who obtained the assets through use of his
9 own legal connections to hire counsel.

10 138. Dr. Frank, Judy Frank, and APPI fraudulently attempted to collect the
11 amounts due from Universal Sales without the knowledge of Mr. Mirch. The attempt
12 was made without the knowledge or permission of Mr. Mirch.

13 139. Following location of the Universal/Brooks assets, Dr. Frank, Judy Frank,
14 and APPI attempted to collect funds without Mr. Mirch's knowledge and consent from
15 Universal Sales/Brooks.

16 140. Mr. Mirch was informed by Nate Jenkins, Esq., that Dr. Frank and APPI
17 were attempting to collect funds from Universal Sales/Brooks without Mr. Mirch's
18 knowledge. Mr. Jenkins represented Mr. & Mrs. Brooks and Universal Sales.

19 141. Mr. Mirch contacted Dr. Frank who refused to acknowledge Mr. Mirch's
20 right to 40% plus \$25 per hour under his contingency contract.

21 142. Since Dr. Frank had caused Mr. Mirch's office to be burgled for the
22 contracts proving amounts owned to the Mirch's firm, he retained the McDonald firm
23 and refused to make any payments. This occurred despite the fact that settlement
24 agreements had been reached between Mr. Mirch and the Franks based upon Mr.
25 Mirch requiring surgery. A second settlement was reached because it was admitted
26 that Judge Hardesty was wrong in his order. In that settlement, the agreement required
27 disclosure with Judge Hardesty regarding his mistake.

1 143. Ms. Lundvall, Esq., accepted the collection task which was underneath
2 their normal type of business, but because she was desperate for funds, she agreed to
3 a lucrative agreement to defend Mr. Mirch's attempt to obtain over \$1.4 million
4 dollars due to him.

5 144. The Franks retained a private investigator to find the Brooks assets and
6 then misrepresented to Mr. Mirch that there were no assets.

7 145. The Franks had hired Mr. Savage as the private investigator.

8 146. While claiming that the Defendants had no assets, Mr. Savage had found
9 over several million dollars of assets in the Cayman Islands, Nevada, and Canada.

10 147. Mr. Mirch believed that there were no assets based upon the false
11 statements of Dr. Frank.

12 148. Mr. Savage the private investigator was a client of McDonald Carano
13 Wilson.

14 149. McDonald Carano Wilson was aware of the funds owed to Mr. Mirch and
15 the assets that had been found by Mr. Savage because they represented Mr. Savage in
16 his divorce from Mrs. Savage.

17 150. Mrs. Savage claimed an interest in the contingent interest in the funds
18 found for the Franks.

19 151. On or about September 23, 1999, without the permission of Mr. Mirch,
20 Dr. Frank and APP fraudulently assigned the proceeds from the action to RC
21 International, LTD, a sole proprietorship of Cary Gatenby and Emanuel Kopstein. Dr.
22 Frank assigned the proceeds in order to hide from Mr. Mirch the fact that over
23 \$1,800,000 had been located in a bank in Canada.

24 152. The McDonald Carano Law firm was aware of the money due to Mr.
25 Mirch with exceeded with interest \$2,000,000.00.

26 153. Eventually Mr. Mirch learned about the missing assets from the Plaintiffs
27 in the underlying action.

1 154. Mr. Mirch advised McDonald Carano that the monies would have to be
2 returned to the Bankruptcy Court in Santa Barbara, California.

3 155. When Mr. Mirch advised McDonald Carano employees that funds had to
4 be returned, he was informed that if he disclosed the same he would be attacked by the
5 Nevada Bar Association, sued, disbarred, and would win because they controlled the
6 Court. The Court in this case was Judge Hardesty.

7 156. Realizing his obligation to disclose in accordance with the Court's order,
8 Mr. Mirch made a disclosure to a Bankruptcy internal affairs entity controlled by the
9 government. After which, Hardesty took over control of the Judge Adams case,
10 prepared with Laxalt and others individuals intent upon destroying Mr. Mirch's
11 business.

12 **Mirch v. Frank**

13 157. Mr. Mirch initiated an action against Dr. Frank, Mrs. Frank, and APPI to
14 collect monies due under the contract, Mirch v. Judy Frank, Kenneth Frank, and APPI,
15 CV-N-01-0443-ECR-RAM.

16 158. Eventually, Kent Robison became counsel for Dr. Frank, Mrs. Frank, and
17 APPI. Mr. Robison admitted on several occasions to Mr. Mirch that his clients
18 (Franks/APPI) were wrong in the position they took and sought a settlement to resolve
19 the matter.

20 159. During negotiations of a dispute between Kevin J. Mirch, Dr. Frank,
21 Judy Frank and APPI, Kent Robison informed Mr. Mirch that there was only
22 \$1,000,000 in available assets to pay Mr. Mirch's legal services bill.

23 160. Mr. Mirch relied upon Mr. Robison's statement that only \$1,000,000 was
24 available for payment of all claims.

25 161. On or about April 17, 2003, Kent Robison agreed in writing to the
26 unconditional settlement of all claims between Advanced Physicians Products, Inc.,
27 Kenneth Frank, and Judy Frank. The letter confirmed an oral offer made by Mr.

1 Mirch to settle. Under the terms of the settlement Mr. Mirch would be paid \$300,000.
2 Mr. Mirch only agreed to \$300,000.00 because he believed that only \$1,000,000.00
3 was available. In reality, over \$4,000,000.00 was available.

4 162. Following the settlement, Dr. Frank, Judy Frank, and APPI refused to pay
5 the \$300,000 due in accordance with the settlement.

6 163. In order to avoid paying, Mr. Robison intentionally caused the litigation
7 to proceed and actually interfered with the settlement he negotiated.

8 164. When Mr. Mirch would not refuse to give up his fee, the McDonald Firm
9 used the Nevada State Bar- Northern Nevada Discipline Panel as a litigation tool to
10 improperly charge Mr. Mirch for filing a complaint after being threatened with
11 disbarment if he disclosed to the Santa Barbara Bankruptcy Court the Brooks/USI
12 funds.

13 **Mirch v. McDonald**

14 165. Mr. Mirch sued McDonald Carano for the threat that was made against
15 him in the Second Judicial District Court.

16 166. The case of Mirch v. McDonald was originally assigned to the Honorable
17 Brent Adams.

18 167. The McDonald Defendants retained Bruce Laxalt, Esq. who filed a
19 motion to dismiss the action against McDonald Carano.

20 168. Days before the hearing on the motion to dismiss before Judge Adams,
21 Judge Hardesty re-assigned the case to himself.

22 169. During the hearing before Judge Hardesty on the motion to dismiss, Judge
23 Hardesty, without prior notice to Mr. Mirch, converted the motion to dismiss into a
24 motion for summary judgment.

25 170. On or about October 9, 2003, Judge Hardesty issued a scathing order
26 against Mr. Mirch granting summary judgment and imposing severe sanctions against
27 Mr. Mirch including a referral to the Nevada State Bar.

1 171. Judge Hardesty, without any evidence to support his order, claimed that
2 Mr. Mirch had sued McDonald Carano to force their disqualification.

3 172. Upon information and belief, Ms. Lundvall disqualified herself because
4 she knew since 1995 the location of the Brooks/USI assets; had a personal
5 relationship with the material witness that had located the Brooks/USI assets; and had
6 a financial problem due to a poor restaurant investment which required her making the
7 money owed to Mr. Mirch (or a portion of the money owed to Mr. Mirch).

8 173. Following the settlement, Dr. Frank, Judy Frank, and APPI refused to pay
9 the \$300,000 due in accordance with the terms of the settlement.

10 174. Upon information and belief, Pat Lundvall refused to release funds agreed
11 to be paid to Mr. Mirch, who was facing a second trial at that time, because she needed
12 the funds for her failing restaurant.

13 175. Upon information and belief, Ms. Lundvall's financial condition was so
14 severe that she had borrowed substantial funds from Judge Munnell, a mediator in the
15 Nevada Supreme Court Mediation program. This created an irreparable conflict of
16 interest.

17 176. Because Lundvall misrepresented facts to Judge Hardesty, Mr. Mirch was
18 subjected to severe sanctions, defamation, lost a substantial amount of business, and
19 his physical condition worsened.

20 177. Ms. Lundvall also misrepresented to Judge Hardesty that Bankruptcy law
21 required the Brooks/USI funds to be paid over to Dr. Frank as part of a new
22 bankruptcy filed in Reno. Ms. Lundvall, by and through her counsel Bruce Laxalt,
23 made this statement even though they knew that another federal bankruptcy judge had
24 issued an order requiring the return of all of Frank's assets (including the Brooks/USI
25 chose in action), while knowing about the other order and that it had not been
26 appealed, thus making it final.

27 178. Judge Hardesty claimed that the Bankruptcy Judge's order did not have
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1 to be recognized because it did not follow applicable law.

2 179. Judge Hardesty failed to recognize that the Bankruptcy Order was not
3 appealed and became final.

4 180. Judge Hardesty ignored the order because he was seeking a position on
5 the Nevada Supreme Court and needed the political power of a law firm known as
6 McDonald Carano Wilson and Bergin.

7 **Conflicts relating to Judge Hardesty**

8 181. Judge Hardesty accepted substantial political contributions from
9 McDonald Carano Wilson and Bergin and participated in a number of meetings during
10 which his candidacy was discussed.

11 182. At the same time, Judge Hardesty had acted as Chief Judge for the Second
12 Judicial District Court. During that time Mr. Mirch had complained about a number
13 of matters that Judge Hardesty refused to resolve:

- 14 a. Transcripts being altered in at least 2 cases.
- 15 b. Judges met with counsel outside the presence or position of other
16 counsel.
- 17 c. Files were missing from the Courthouse because Judge Hardesty would
18 not allow the duly elected clerk of the court to do her job (i.e., monitor
19 the files to make sure that files were not altered).
- 20 d. Money collected in certain court rooms was missing and required an
21 audit. Judge Hardesty refused to audit those records in order to prevent
22 a public scandal.
- 23 e. Judge Hardesty was aware that one file relating to a judge's malpractice
24 prior to becoming a judge was retained exclusively in that judge's
25 chambers in order to prevent others from reviewing that file.
- 26 f. Certain judges improperly discussed cases with one another. In
27 particular, Judge Hardesty discussed the Mirch/McDonald case with
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Judge Whitehead. Judge Hardesty also discussed the Wiseman case with Mr. Wiseman in an attempt to convince him to drop the case. Mr. Mirch was not present when that ex parte conversation occurred.

g. Judge Hardesty threatened Barney Ng, owner of Wild Game Ng, LLC, stating that if he did not settle a case he would suffered substantial sanctions imposed by him or caused to be imposed by him. Judge Hardesty had been recommended to serve as his mediator by Anne Morgan, IGT counsel's sister (Sarah Beth Brown). Anne Morgan is married to Defendant Beesley who is an outside attorney for IGT.

h. Judge Hardesty was aware of the fact that Judge Kosach was selling baseball cards on the side for parties and receiving a 10% commission for the same. Judge Kosach failed to disclose the same or instruct Judge Kosach not to do the same.

I. Judge Hardesty received contributions without advising other counsel having business before the court. Mr. Mirch would have recused Judge Hardesty had they known that he had a direct interest in the other firms. Judge Hardesty had a duty to disclose and recuse himself as Mr. Mirch was also running for the Supreme Court.

183. Judge Hardesty had conversations with these individuals illegally in violation of a number of judicial cannons of ethics.

184. Again, Judge Hardesty used his clout to cause cases not to be tried in an effort to protect certain "preferred counsel" and companies that were paying substantial contributions to his campaign without disclosing the same to Mr. Mirch.

Hardesty protecting Laxalt and IGT

185. Judge Hardesty referred the Mirch v. McDonald Carano matter to the State Bar of Nevada in order to protect large law firms, IGT and other entities and individuals that were subsidizing his campaign. Judge Hardesty did not disclose to

1 Mr. Mirch that he had these conflicts before refusing to hear Mr. Mirch's motion to
2 reconsider his scathing order of October 9, 2003.

3 186. Judge Hardesty did not require Bruce Laxalt, who represented McDonald
4 Carano to respond to a motion to reconsider filed by Mr. Mirch after Judge Hardesty's
5 improper order had been filed.

6 187. Judge Hardesty's Order denying Mr. Mirch's motion to reconsider was
7 within days of a fund raising party held at the home of Pat Lundvall, a partner in the
8 law firm of McDonald Carano which was a defendant in the underlying action.

9 188. Bruce Laxalt was represented lawyer Sarah Beth Brown.

10 189. Sarah Beth Brown represented IGT and Acres at varying times.

11 190. Sarah Beth Brown's sister is Ann Morgan, Esq.

12 191. Ann Morgan, Esq., is a partner at Jones Vargas

13 192. Jones Vargas represented Wild Gaming Ng, LLC in an action against
14 Acres Gaming, Inc.

15 193. Ann Morgan, Esq., is and has at all times relevant hereto been married to
16 Bruce Beesley who had previously initiated false claims with the Nevada State Bar
17 against Mr. Mirch when he successfully sued IGT.

18 194. Rob Bare is aware that Bruce Beesley, Bridget Robb Peck, and Bruce
19 Laxalt use the disciplinary process to obstruct justice in cases that they cannot
20 otherwise control by other legal means.

21 195. Acres Gaming, Inc. is a wholly owned subsidiary of International Gaming
22 Technology which also owns IGT.

23 196. Judge Hardesty acted as a mediator in the Acres v. Ng action.

24 197. Judge Hardesty had a duty to disclose to Mr. Ng that IGT was covertly
25 using attorneys with direct relationships to IGT as Siena's attorney but failed to do
26 so in order to protect his preferred counsel, businesses, and because he was raising
27 funds for his run as a Nevada Supreme Court Justice.

1 198. Mr. Mirch eventually substituted in as counsel for Wild Game Ng, LLC
2 in the Acres and IGT actions.

3 199. The substitution occurred when Mr. NG became dissatisfied that Jones
4 Vargas was not pursuing ACRES Gaming diligently. Later, Mr. Ng learned that Jones
5 Vargas and his own personal counsel there was Anne Morgan, married to Bruce
6 Beesley, Esq., and sister to IGT house counsel Sarah Beth Morgan.

7 200. Following Judge Hardesty's acting as a mediator in the Acres v. Wild
8 Game Ng suit, he received substantial contributions from IGT.

9 201. On or about the same time, Mr. Mirch was also running for the Nevada
10 Supreme Court.

11 202. Mr. Mirch refused any political contributions.

12 203. Judge Hardesty had a duty to disclose his contributions from the
13 McDonald Carano Defendants, IGT, and the relationship between Jones & Vargas
14 Ann Morgan/and Bruce Beesley. Instead, he participated in a scheme to destroy Mr.
15 Mirch's career by threatening a false action against him in order to prevent him from
16 litigating against IGT and other constituents that had lost to Mr. Mirch repeatedly over
17 the years.

18 204. Upon information and belief, prior to Judge Hardesty filing his false order
19 against Mr. Mirch, copies of the proposed order were provided to various individuals
20 including but not limited to Bruce Laxalt, Bruce Beesley, Jones Vargas and Dana
21 Moore (counsel for Wells Fargo in Diamond Motors v. Wells Fargo, Second Judicial
22 District Court, State of Nevada, County of Washoe), Randall Jones (counsel for the
23 Paris Casino, Caesars in Mattes v. Paris, Second Judicial District Court, State of
24 Nevada, Washoe County); Jennifer Walt, Littler Mendelson, Bourdeau v. Bank of
25 America, Second Judicial District Court, State of Nevada, County of Washoe. Judge
26 Hardesty improperly transferred his order to a number of adversary attorneys in cases
27 in which Mr. Mirch served as opposing counsel.

1 205. The order was faxed in order to cause embarrassment to Mr. Mirch, Mirch
2 & Mirch, and to prevent him from pursuing successful legal actions against large
3 entities operating within the State of Nevada (e.g., IGT, Bank of America, Wells
4 Fargo, Hospital Corporation of America).

5 **Protecting IGT and Casino Constituents**

6 206. IGT suffered from a number of legal problems including defective
7 equipment, sales of used equipment as new, defective software, and selling software
8 that was not licensed.

9 207. Mirch learned that IGT was removing serial numbers from defective
10 gaming equipment in order to prevent other regulators from other jurisdictions from
11 learning about the defects.

12 208. When Mirch refused to prevent the disclosure of the defective equipment
13 and software, the Defendants devised a scheme to cause Mr. Mirch from continuing
14 as counsel from Siena by falsifying accusations of State Bar violations. The scheme
15 followed that which had been used previously when Mr. Mirch sued IGT for selling
16 used equipment as new to the Gold Club Casino.

17 209. Upon information and belief, Senator Harry Reid was aware of the illegal
18 use of obstructing legitimate cases in order to protect his constituents.

19 210. Prior to arranging a hearing, the State Bar of Nevada through Rob Bare,
20 its general counsel, had admitted that Justice Hardesty's order lacked merit.

21 211. Rob Bare attended a meeting in 2003 with Mr. Mirch and David
22 Hamilton. During that meeting he admitted that Justice Hardesty's order lacked merit
23 for a disciplinary action against Mr. Mirch. At that time, Mr. Bare shelved that
24 complaint.

25 212. Only after a trial became imminent between IGT and Siena over
26 defective equipment and other software (i.e., January 2006) did the State Bar's
27 Disciplinary Board decide to pursue a frivolous action against Mr. Mirch.

1 213. In March 2005, ACRES Gaming lost a verdict to Siena for an amount in
2 excess of \$1,700,000.00. With principle, interest, fees and costs, the award exceeded
3 \$2,400,000.00.

4 214. In documents filed with the Security Exchange Commission, International
5 Game Technology agreed to pay amounts due in the ACRES matter because ACRES
6 merged with IGT or a related entity. Despite having control over ACRES, IGT failed
7 to license many of its ACRES products.

8 215. IGT employees have made comments that it has control over certain
9 members of the judiciary that will protect it from further verdicts.

10 **Judge Kosach/Baseball Card Fraud/ Refusal to Provide**
 Transcripts to Mr. Mirch

11 216. During the late 1990's Mr. Mirch noticed a number of questionable orders
12 originating from Judge Kosach following an incident wherein one of his clients, John
13 Brignand refused to allow Judge Kosach to have a rare baseball card.

14 217. During a meeting in Judge Kosach's chambers, Judge Kosach learned that
15 Mr. Brignand had collected rare base ball cards. Judge Kosach insisted that Mr.
16 Brignand allow him to sell the card and take a commission for the same.

17 218. Upon information and belief, the commission was 10%.

18 219. Mr. Brignand refused.

19 220. Judge Kosach suggested that he reconsider before he sign an order that
20 had not been contested and would allow Mr. Brignand judgment by default.

21 221. Mr. Mirch told Judge Kosach that his conduct was improper and refused,
22 on behalf of Mr. Brignand, to allow him to sell any cards.

23 222. Following that incident Judge Kosach issued a number of improper orders
24 and openly made derogatory comments about Mr. Mirch.

25 223. Judge Hardesty was aware of the animosity that existed between Judge
26 Kosach and Mr. Mirch, but refused to discuss the conflict with Judge Kosach. Instead
27

1 he allowed improper opinions to be entered.

2 224. Judge Kosach's comments were unfair as they falsely attacked Mr.
3 Mirch's success.

4 225. Judge Kosach prior to being elected a judge had little or no trial
5 experience.

6 226. On one occasion, Mr. Mirch learned that Judge Kosach was making
7 derogatory comments about Mr. Mirch, the Wiseman Case, and other matters. Judge
8 Hardesty was aware of this improper conduct, the ex parte communications between
9 Judge Kosach and others, but failed to take appropriate steps to correct this improper
10 and illegal conduct.

11 227. When Mr. Mirch learned about the same, he contacted his counsel David
12 Hamilton.

13 228. David Hamilton and Mr. Mirch had a meeting at Judge Kosach's
14 chambers to discuss the matter.

15 229. The meeting was transcribed.

16 230. In that meeting, Judge Kosach admitted making derogatory comments to
17 attorneys regarding Mr. Mirch, Mr. Wiseman, and veterans in the Reno area.

18 231. The transcribed comments contained admissions that Mr. Mirch and his
19 clients were being discriminated against in litigation before his Court.

20 232. Following the meeting, Mr. Mirch requested the transcript (tape and
21 paper).

22 233. Mr. Mirch was outright denied access to the tape and transcript.

23 234. Judge Kosach's discussion of Mr. Mirch with other attorneys and judges
24 is grounds for permanent removal from the bench and disbarment as an attorney.

25 235. When Mr. Mirch insisted upon the transcript the Nevada State Bar
26 Association - Northern Nevada Disciplinary Panel, intensified its attempt to set a date
27 to hear his matter involving Judge Hardesty's Order.

236. Judge Hardesty as the presiding judge had a duty to require Judge Kosach to provide the transcript, but instead refused to make Judge Kosach provide the records that not only exonerated Mr. Mirch from any wrongdoing, but also to prove that his constituents were being illegally protected (e.g., IGT, Bank of America, HCA, and certain preferred attorneys Laxalt, Sarah Beth Brown).

237. Judge Hardesty also had a duty to disclose wrongdoing by a judge to the Judicial Review Board or Committee. Instead, he protected Judge Kosach from his obvious wrongdoing.

238. Judge Hardesty also had a duty as it proved that the Wiseman case was being openly discussed within the Second Judicial District Court in an attempt to protect missing money from certain Courts. Specifically, Mr. Wiseman had discovered that money was missing from Judge Agosti's Court prior being constructively terminated from his position with the County. Instead of insisting upon an audit, as requested by Mr. Mirch, Mr. Mirch was maligned and the State Bar was asked by Judge Hardesty to investigate Mr. Mirch. Mr. Mirch was a whistleblower and had a duty to make the disclosure and was protected by law from retaliation.

239. Judge Hardesty refused to follow both state and federal whistle blower statutes.

240. Mr. Mirch requested that Judge Hardesty take the appropriate action against Judge Kosach as a whistle blower. Instead of recognizing protection afforded whistle blowers, Mr. Mirch was openly punished by Judge Hardesty's false order.

Hardesty's Attack Upon Dr. Kenneth Clark

241. Judge Hardesty regularly uses his power with boards to ruin or cause serious harm to whistleblowers.

242. Judge Hardesty told Dr. Kenneth Clark that he could no longer appear in his court after he discovered that children and adults were being molested at Truckee Meadows Hospital. Truckee Meadows Hospital was owned by Hospital Corporation

1 of America and contributed substantially to the Second Judicial District Court. When
2 Dr. Clark disclosed that a certain physician was molesting children and adults, he
3 became concerned that he would be implicated in his involvement in the sexual
4 misconduct and accordingly went on a spree to destroy Dr. Clark's career. At the
5 time, Dr. Clark was over 80 years old and had fought a battle against HCA for over 15
6 years. HCA was eventually fined nationally over one billion dollars for medicare and
7 medicaid fraud. Dr. Clark was a hero being wrongly attacked to cause emotional,
8 physical and professional harm.

9 243. Judge Hardesty had a duty to disclose the referrals that had been made to
10 Truckee Meadows Hospital, to order that the patients that were exposed to harm were
11 properly cared for, and that damages were paid by the County as Dr. Clark had
12 disclosed the wrongdoing which Judge Hardesty ignored. Judge Hardesty refused to
13 make the appropriate decision because HCA and its related entities were had
14 substantial clout within the Reno area and nationally. Senator Frist's family is the
15 majority shareholder in HCA. Instead, the improper referrals were protected.

16 244. At least one case was improperly decided as a result of Judge Hardesty's
17 refusal to disclose the improper referrals (Suter v. HCA, Second Judicial District Court
18 State of Nevada, Washoe County).

19 245. Mr. Mirch represented Dr. Clark in an action against Hospital Corporation
20 of America.

21 246. Following Dr. Clark's success against HCA, Judge Hardesty told attorneys
22 openly in court to sue Mr. Mirch. Judge Hardesty obviously had a conflict against Mr.
23 Mirch, but failed to recuse himself from cases involving Mr. Mirch, even when he was
24 telling other attorneys to sue Mr. Mirch.

25 **Missing Files from the Washoe County Clerks Department**

26 247. The Washoe County Clerk is an elected position.

27 248. The current Washoe County Clerks name is Amy Harvey.

1 249. Once elected Amy Harvey learned that the Courts (Judges) controlled the
2 files.

3 250. Ms. Harvey initiated an action against Washoe County in which she was
4 not successful.

5 251. This meant that the Judges controlled the court files.

6 252. This also meant there was little or no protection over the files.

7 253. The Citizens of Washoe County were not aware that Ms. Harvey's
8 position had been relegated to nothing more than a clerk.

9 254. Ms. Harvey learned that Judge Hardesty had spearheaded to litigation
10 which provided complete control to the judiciary instead of the Clerk of the Court.

11 255. Ms. Harvey learned that the reason that the judiciary controlled the files
12 was that many were altered in order to protect constituents of certain judges.

13 256. On at least one occasion the files were missing.

14 257. When Ms. Harvey questioned about the existence of the file she was
15 improperly reprimanded and denigrated amongst her fellow workers by Judge
16 Hardesty.

17 258. The filed described above involved malpractice by a judge prior to the
18 time that he or she had been seated.

19 259. When Mr. Mirch learned that files were missing he complained about the
20 same. Once again, a State Bar Complaint was threatened if Mr. Mirch continued to
21 pursue the action.

22 **FIRST CLAIM FOR RELIEF**

23 **(COMBINATION AND CONSPIRACY IN VIOLATION OF**
24 **SECTION 1 OF THE SHERMAN ACT AND SECTION 4 OF THE**
25 **CLAYTON ACT)**

26 **(All Defendants)**

27 260. Plaintiff incorporates by reference all claims of this complaint as if more
28 fully set forth herein.

1 261. Beginning at least as early as November 1985, the exact date being
2 unknown to Kevin J. Mirch, and continuing thereafter up to and including the date of
3 the filing of this Complaint, the Defendants have conspired to inhibit trade and
4 competition in violation of §1 of the Sherman Act, 15 U.S.C. 1, by engaging in an
5 unlawful combination and conspiracy to blacklist, use the State Bar of Nevada as a
6 Business Tool to cause harm to Mr. Mirch's business; and cause a boycott of Mr.
7 Mirch's business by terminating repeatedly causing false claims to be filed with the
8 State Bar of Nevada Disciplinary Board, changing the terms and conditions of
9 disciplinary action imposed or to be imposed against Mr. Mirch, thus violating due
10 process afforded Kevin J. Mirch, Esq., by the State Bar of Nevada and Nevada
11 Supreme Court's own rules and regulations.

12 262. The Defendants have agreed to prevent the disciplinary process to be
13 used as a business or fraudulent tool to cause "non-compliant" attorneys that
14 participate in illegal or improper conduct which directly affects interstate commerce.
15 "Non-compliant" attorneys and members of the judiciary are those individuals willing
16 to participate in the illegal conduct.

17 263. Kevin J. Mirch and Mirch & Mirch have suffered the type of injury that
18 the anti-trust laws were intended to prevent and that flows from that which makes the
19 Defendants' acts unlawful. The injury reflects the anti-competitive effect either of the
20 violation or of anti-competitive acts made possible by the violation.

21 264. Kevin J. Mirch, Esq. and Mirch & Mirch's professional, social,
22 economic, and emotional injury and damages coincide with the public detriment
23 tending to result from the violation anti-trust laws. The effect of the conspiracy is a
24 diminution in competition in the field of law, gaming regulation and law. This is
25 particularly true in light of the fact that the State Bar of Nevada has imposed rules and
26 regulations that it refuses to follow with respect to Kevin J. Mirch and Mirch & Mirch
27 solely because he has successfully protected his clients, uncovered illegal conduct

1 inherent in the manufacturing of gaming devises, and software, and relied upon
2 contracts entered into with the State Bar of Nevada that are designed to protect his
3 interest and that of his clients.

4 265. In addition, the unlawful attacks upon Kevin J. Mirch, Esq.,’s business
5 and privileges will impose a black mark on Kevin J. Mirch’s and Mirch & Mirch’s
6 career, which is disclosed in regularly published legal journals, and similar other
7 matters. The result will be that Mr. Mirch will be unable to practice or serve as a judge
8 or in many other positions that are readily available to honest hardworking attorneys.

9 266. The State Bar of Nevada’s Disciplinary Board has caused this damage to
10 Mr. Mirch as a result of false and malicious State Bar Disciplinary actions designed
11 to protect “preferred” attorneys and their clients from legitimate causes of action. The
12 competitive significance of Kevin J. Mirch’s exclusion from the State Bar of Nevada
13 or hinderece by repeated false claims must be measured, not just by the particularized
14 evaluation of his own practice, but also by a general evaluation of the impact of the
15 restraint on other participants and potential clients who suffer due to illegal conduct
16 allowed to perpetuate by certain “preferred attorneys” such has Bruce Laxalt, Bruce
17 Beesley, Sarah Beth Brown, Ann Morgan, and others who illegally participate in the
18 hindering legitimate claims. As a result, the gaming industry in the State of Nevada
19 is at risk and may fail because of fraud be perpetuated upon customers.

20 267. Soon after, Kevin J. Mirch was targeted for termination of his license by
21 Judge Hardesty and his preferred attorneys, and previous clients; a false order was
22 issued in violation of another order issued by a Bankruptcy Judge and which had not
23 been appealed and was ignored by Judge Hardesty; and Mr. Mirch was horrifically
24 attacked in order to undermine his business and monies due to individuals, entities,
25 pensions and profit sharing plans, solely to cause Dr. Kenneth Frank and his counsel
26 to abscond with literally millions of dollars that had previously been ordered to be
27 delivered to the Santa Barbara Bankruptcy Court. Because Mr. Mirch chose to follow

1 the Bankruptcy Court's order that had not been appealed, he has been subjected to 2
2 years of disciplinary action without a hearing being held and in direct contravention
3 of his medical care.

4 268. At one point in time prior to Defendant's constructive attempt to
5 terminate Mr. Mirch's license, Mr. Mirch had been called to testify in Santa Barbara
6 about the Bankruptcy Court's Order. Mr. Mirch was told that if he testified or
7 disclosed that the money should be repaid to individuals from which it had been stolen
8 that he would lose his license, be attacked by the State Bar and be subjected to
9 relentless attacks by the state bar. All of these threats have occurred. The threats
10 occurred also when the State Bar was aware that Mr. Mirch was suffering from severe
11 medical problems. Because Mr. Mirch agreed to testify "honestly", the State Bar
12 Disciplinary Board, certain "preferred attorneys", and Rob Bare retaliated by
13 constantly attacking Mr. Mirch's practice. On one occasion Mr. Mirch was attacked
14 for allegedly signing a false affidavit that he did not sign, was correct, and that he had
15 no knowledge off. Rob Bare was aware of this improper attack upon Mr. Mirch and
16 refused to correct the same. Instead, he feared for his own job and accordingly,
17 participated in conduct that he knew was illegal.

18 269. The State Bar of Nevada, related entities and individuals have
19 intentionally caused, by their conduct, a boycott of Mr. Mirch's, and Mirch and
20 Mirch's legal practice by constructively terminating his privileges, publishing the
21 constructive termination, and defaming his abilities to potential and current clients.

22 270. The boycott of Kevin J. Mirch, and Mirch & Mirch has had an obvious
23 effect on interstate commerce.

24 271. This conspiracy has affected a number of attorneys to believe false
25 statements about Mr. Mirch despite several successful claims for relief that have
26 benefitted the Reno area from theft in the gaming, banking, securities, medical, and
27 sexual misconduct in hospitals.

1 272. Upon information and belief, the attorneys who improperly participated
2 in the illegal out of state conduct include, but are not limited to Bruce Laxalt, Bruce
3 Beesely, Bridget Robb Peck, Ann Morgan, Sarah Beth Brown, among others. If the
4 conspiracy is allowed to continue, it reasonable to assume that the damages sustained
5 as a result of the same will not only continue, but increase. Furthermore, the improper
6 protection of the casino industry by this misconduct will thus cause Nevada's gaming
7 industry to decline to a point that it has not credibility other than professional
8 wrestling.

9 273. Under § 1 of the Sherman Act the Defendants have established a number
10 of illegal agreements, that have a direct impact upon interstate commerce via the
11 conduct of their clients in conjunction with their own illegal treatment. A number of
12 honest attorneys have moved out of the State of Nevada in thereby depriving
13 themselves of practicing in that state and depriving their clients of receiving the
14 attorney of their choice. Thus the conduct and agreements created by the Defendants
15 have denied interstate commerce to clients. These same agreements reasonably will
16 impact the clients constitutional rights if not stopped.

17 274. In addition, because the conspiracy has actually been successful, Kevin
18 J. Mirch and Mirch & Mirch has lost substantial business not only in California but
19 constructively in various other locations throughout the United States.

20 275. The Defendants conspired with others to abuse the Nevada State Bar
21 Disciplinary process by waiting over 2 years before initiating an action and only
22 shortly before large actions against IGT and other politically powerful entities are
23 ready for trial.

24 276. Since the targeting and eventual constructive disciplinary attacks upon
25 the Plaintiffs and continuing today, Kevin J. Mirch and Mirch & Mirch have been
26 restrained in their ability to make his high quality services readily and fully available
27 to the local, out of Washoe County, and out of State of Nevada public; therefore the

1 public need for business litigation focusing upon fraudulent conduct will not be met.

2 277. Defendants have depleted the resources of Kevin J. Mirch, and Mirch &
3 Mirch who, even where granted his due process rights privileges, and review
4 requested, has expended the financial resources required to remain in business or to
5 compete successfully in resisting or overcoming the Defendants' conspiracy. The
6 conspiracy intends to deplete the resources of Mr. Mirch in order to cause fraudulent
7 business affairs to continue within the state of Nevada.

8 278. Defendants have delayed the ultimate granting of due process rights,
9 privileges, and review so as to damage severely Kevin J. Mirch's ability to compete
10 or remain in business. By delaying the procedures required in their own bylaws, Kevin
11 J. Mirch's administrative procedures have been ongoing for over 2 years. State Bar
12 Rules require matters to be resolved in 45 days. As a result he has lost a substantial
13 amount of his business and caused severe medical problems to persist for prolonged
14 periods of time.

15 279. The effect of the combination and conspiracy has been and will be, among
16 other things, to prevent and restrain competition in the furnishing of business
17 litigation focusing on fraudulent manufacture of gaming equipment, software, and the
18 theft of money from businesses by bank and other entities.

19 280. As a direct and proximate result of the aforesaid combination and
20 conspiracy, Kevin J. Mirch has expended considerable sums of money which he would
21 not otherwise have been required to spend due to the necessity of overcoming the
22 illegal attempts by the Defendants to deny Kevin J. Mirch and Mirch & Mirch their
23 right to a substantial number of clients their constitutional rights.

24 281. As a result of the combination and conspiracy to restrain trade and
25 competition by the Defendants, Kevin J. Mirch has been caused to suffer and will
26 continue to suffer substantial damages to his reputation and practice, all to his
27 detriment.

1 282. The Defendants concerted efforts to eliminate Kevin J. Mirch and Mirch
2 & Mirch as a competitor constitutes a group boycott in violation of Section 1 of the
3 Sherman Act. By eliminating Kevin J. Mirch and Mirch & Mirch as a competitor, the
4 boycott successfully reduced competition for the Defendants' and other compliant
5 attorneys.

6 283. Kevin J. Mirch is unable at this time to state finally the amount of
7 damages sustained to date and those to be sustained in the future by reason of the
8 illegal acts of Defendants as set forth herein. Kevin J. Mirch would show that, but for
9 the illegal combination and conspiracy of the Defendants as alleged herein, as of the
10 date of the filing of this lawsuit, he has suffered damages in an amount in excess of
11 \$75,000,000. Kevin J. Mirch is further entitled to three times the damages determined
12 to have been sustained, simple interest on actual damages as allowed by law, costs of
13 suit and attorney's fees for the trial or hearing in this Court, an additional amount in
14 the event an appeal is taken to the Court of Appeals, and an additional amount for an
15 appeal to the United States Supreme Court and a cost of retraining for Kevin J. Mirch
16 on those procedures he has been denied since his constructive termination from the
17 State Bar of Nevada.

18 284. The Defendants conspired with one another to monopolize or attempt to
19 monopolize the legal business in violation of 15 U.S.C.A. §1 and 2. The Defendants
20 have conspired to restrain competition and inhibit trade, including denial of
21 competitive advantages or opportunities, in violation of 15 U.S.C. §15 and §26.

22 285. The Defendants conspired with one another to perform false and
23 malicious peer review against Kevin J. Mirch in order to cause the loss of his
24 privileges to practice law. They did so by using and performing reviews by persons
25 who were unqualified and/or who were biased competitors and who were motivated
26 by anti-competitive intent.

27 286. These Defendants have published false and inaccurate written reviews,
28

1 biased testimony, and false reports, in many cases contrary to well-established legal
2 principles including violation of rules, regulations, and policies, for the purpose of
3 harming Kevin J. Mirch, Mirch & Mirch all in an effort to pursue their
4 anti-competition goal of causing the loss of privileges and goal of causing each
5 attorney to become an "compliant individual fearful of protecting his or her clients
6 constitutional rights".

7 287. Defendants have knowingly, willingly, and maliciously sought to destroy
8 Kevin J. Mirch's, and Mirch & Mirch's reputation and legal practice in order to inhibit
9 or restrain competition from Kevin J. Mirch, and Mirch & Mirch. This is a pattern of
10 conduct which can be established by the testimony of other lawyers and competitors.
11 Such conduct requires an award of exemplary damages, treble damages and attorneys
12 fees against the defendants, in order to discourage such conduct in the future.

13 288. Plaintiff has suffered damages in excess of \$75,000, the exact amount of
14 which will be determined at the time of trial.

15 289. Plaintiff has been required to retain counsel and as a such is entitled to
16 reasonable attorney fees and costs.

17 290. Kevin J. Mirch is entitled to recover threefold the damages he sustained,
18 and the cost of suit, including attorneys fees, pursuant to Section 4 of the Clayton Act.
19 15 U.S.C. §15 (1988). In addition pursuant to Section 16, Kevin J. Mirch seeks
20 declaratory and injunctive relief as prayed for herein. IS U.S.C. §26(1988).

21 **SECOND CLAIM FOR RELIEF**

22 **(CONSTITUTIONAL VIOLATION DUE PROCESS)**

23 291. Plaintiff incorporates by all the previous paragraphs as if more fully set
24 forth herein.

25 292. Defendants intentionally and improperly failed to provide due process to
26 Kevin J. Mirch, Esq., in Disciplinary matters before the Nevada State Bar Association
27 for the last 15 years. This was done to protect illegal conduct by "preferred attorneys"

1 and their clients. The illegal conduct included, but is not limited to falsifying
2 transcripts, altering files, losing Court files, threatening attorneys if they pursued
3 actions against “preferred attorneys or clients such as IGT”. This conduct constituted
4 obstruction of justice in violation of the Civil Rights of Mr. Mirch and his clients.

5 293. Defendants intentionally failed to follow their own bylaws, rules,
6 regulations and precedent established in Nevada and regarding the discipline of an
7 attorney who is disclosing illegal conduct by other individuals.

8 294. Plaintiff, Kevin J. Mirch, Esq., has been licensed for over 20 years.
9 During that period of time he has represented cases which had a direct impact upon
10 the well being of the general public.

11 295. Plaintiff, Kevin J. Mirch, Esq., as a licensed attorney has a property right
12 subject to review under Nevada and California Law.

13 296. Plaintiff, Kevin J. Mirch, Esq., has a right under the Fifth and Fourteenth
14 Amendments of the United States Constitution, the California Constitution, and the
15 Nevada Constitution.

16 297. Procedures have been established by the State Bar of Nevada for the
17 discipline of attorneys. The rules and regulations are subject to equal protection under
18 the United States and Nevada Constitutions.

19 298. Over the last 20 years, the State of Nevada - Northern Nevada
20 Disciplinary Panel has failed to follow procedure necessary to assure that Mr. Mirch
21 is not denied due process.

22 299. The following conduct has violated Mr. Mirch’s due process rights on a
23 continuous basis:

24 a. Mr. Mirch has repeatedly been the subject of attacks by the State Bar
25 Association whenever a case was pending or close to trial (i.e., IGT v.
26 Nevada Gaming Ng, Inc.

27 b. Mr. Mirch was denied an immediate hearing on matters that he was
28

1 accused of in order to wait for an opportune time to prosecute him.

2 c. Mr. Mirch was denied a hearing for nearly 2 years, and after Rob Bare
3 represented that Judge Hardesty had erred in his opinion which prompted
4 this disciplinary action.

5 d. Mr. Mirch was entitled to a hearing with 30 days, but instead has had
6 to worry about practicing law with the possibility of have his license
7 taken away.

8 e. Mr. Mirch was entitled to a fair hearing pursuant to the established
9 rules and regulations. Instead, new rules were established which denied
10 Mr. Mirch the right to peremptory rights of judges hearing his case.

11 f. Mr. Mirch had a right to an unbiased review, both at the ad hoc and
12 hearing stage. This included a diligent review of the committee which
13 was not biased. A Biased committee is one that does not include
14 competitors or individuals who have an interest in any litigation
15 involving Mr. Mirch.

16 g. Mr. Christensen, Esq., who works for Reno City Attorney's office and
17 had a conflict of interest which prevented his involvement in this case.

18 h. Mr. Christensen was involved in the acceptance of contractors fees for
19 homes in the amount of \$1,000.00 per property. Mr. Mirch was involved
20 in a dispute that requested an accounting of the \$1,000.00. Because that
21 money could not be found, a bond was issued which paid for the missing
22 funds. Mr. Christensen has a conflict since he is involved in the missing
23 funds which caused a bond offering to be voted upon and eventually
24 caused that money to be used to pay for the missing monies.

25 I. Currently, before the Reno City Attorney's Office is a claim wherein
26 Mr. Mirch represents Mr. Oberg in a dispute over an expansion at a
27 Home Depot, that had previously been resolved, but the Defendants have
28

1 changed the terms by selling parts of the property without proper notice
2 regarding the same. Mr. Christensen's involvement in that matter makes
3 his involvement in the Mirch Disciplinary matter biased. Mr.
4 Christensen recognized this issue by writing a letter questioning the
5 discrepancy. Despite acknowledging the bias, Defendants have refused
6 to remove competitors, previously used attorneys in an adversarial
7 matter.

8 j. Mr. Mirch has been involved in public fraud which includes a number
9 of attorneys who work in an adversarial relationship with Mr. Mirch. For
10 example, Mr. Mirch sued Washoe County for millions of dollars in
11 missing money. Mr. Mirch's office was bombed. Washoe County
12 refused to pursue the admitted wrongdoer. As such, attorneys currently
13 working for the City Attorneys Office, the District Attorney's Office, or
14 the State of Nevada Attorney General's Office, each must be excluded.
15 Each of these entities have direct conflicts with Mr. Mirch. The conflict
16 exists because Mr. Mirch has openly disclosed illegal conduct involving
17 each of these entities. Despite these lawsuits, no steps were taken to
18 avoid bias.

19 300. Mr. Mirch's statute of limitations has run on Judge Hardesty's order.

20 301. The State Bar had 2 years to bring a disciplinary action. Instead, Mr.
21 Bare admitted that Judge Hardesty was incorrect after reviewing Mr. Mirch's
22 counsel's response. Mr. Bare agreed not to pursue discipline after reviewing Mr.
23 Hamilton's response.

24 302. Following the Wild Game Ng, Inc., v. Acres, Inc., verdict, and while
25 knowing that a second claim existed and was set for trial in January of 2006, in order
26 to protect, IGT and its counsel, a hearing was set in order to prevent Mr. Mirch from
27 properly preparing for trial and in order to spread rumors that Mr. Mirch was going to

1 be disbarred.

2 303. Mr. Mirch was specifically told that a decision to discipline him had
3 already been made. This rumor has been spread without reprieve and in an effort to
4 impact Mr. Mirch's representation of Wild Gaming Ng before the January trial.

5 304. Mr. Mirch has been denied discovery including a transcript in which Judge
6 Kosach admitted making derogatory comments regarding Mr. Mirch and one of his
7 clients. The conversation by Judge Kosach involved derogatory comments designed
8 to cause Mr. Mirch direct and immediate harm. The conversation is transcribed, but
9 Judge Kosach has refused to provide the same. The transcript proves that Mr. Mirch
10 was the subject of unfair treatment for the last 15-20 years from various sources.

11 305. Judge Hardesty was biased and had made statements to attorneys to sue
12 Mr. Mirch. This was done as Judge Hardesty was jealous that he had not passed the
13 CPA test, but early in his career had regularly represented that he was a CPA. Judge
14 Hardesty did this to create a practice. While Mr. Mirch was denied the right to state
15 he was a CPA, Judge Hardesty could make such a statement even though it was not
16 true.

17 306. Judge Hardesty improperly moved the case from Judge Adams to himself
18 because he was running for Supreme Court and sought support from McDonald
19 Carano.

20 307. While Mr. Mirch was involved in 2 cases before Judge Hardesty
21 (previously Judge Adams), Mirch v. Frank (state case), and Mirch v. McDonald
22 Carano, he accepted cash funds and attended "like kind" meetings which substantial
23 assets were paid to Judge Hardesty.

24 308. While presiding in the Mirch v. McDonald and Mirch v. Frank cases,
25 Judge Hardesty did not disclose that he was receiving funds from attorneys that had
26 a direct, known, and absolute conflict of interest against Mr. Mirch. The following
27 individuals made cash contributions or like kind ones without Mr. Mirch knowing that

1 Judge Hardesty was receiving money and like kind funds.

2 309. Judge Hardesty's Campaign Contributions Report exposes the following:

- 3 1. September 27, 2004 McDonald Carano Wilson contributed \$2500;
- 4 2. March 11, 2004 - John Frankovich (partner of McDonald Carano)
- 5 \$1000
- 6 3. May 10, 2004 Laxalt & Nomura, counsel for Defendants \$1000;
- 7 4. May 10, 2004 McDonald Carano Wilson \$1090;
- 8 5. McDonald Carano Wilson June 10, 2004 \$1500;
- 9 6. March 11, 2004 Defendant Pat Lundvall hosted a dinner for a
- 10 fundraiser for Judge Hardesty.

11 310. These contributions were accepted and not revealed to Mr. Mirch as the
12 opposing party was still very much active before Judge Hardesty.

13 311. On March 9, 2004, days within contributions from Mr. Frankovich,
14 McDonald Carano, Laxalt and Nomura and a dinner at Ms. Lundvall's house, Judge
15 Hardesty entered an Order Denying Plaintiff's Motion for Reconsideration, as well as
16 an order re: sanctions.

17 312. Canon 4 permits a judge from accepting a gift or donation only if the
18 donor is not a party or any other person who has come or likely to come or whose
19 interests have come or are likely to come before the judge". Canon 4(D)(5)(h).

20 313. Canon 5(a)((3) provides that a candidate for judicial office (a)" shall
21 maintain the dignity appropriate to judicial office and act in a manner consistent with
22 the integrity and independence of the judiciary...". Judge Hardesty had a duty to
23 disclose that he was meeting with opposing counsel and receiving money from
24 opposing counsel.

25 314. Judge Hardesty should have disclosed the contributions by the Defendants
26 and their attorneys to the Plaintiff.

27 315. Judge Hardesty apparently attended a fund raiser at the Defendant Pat
28

1 Lundvall's home just two days after ruling on Plaintiff's Motion to Reconsider and
2 entering and order re: sanctions in the case of Mirch v. McDonald.

3 316. Because Judge Hardesty took the cases from Judge Adams and changed
4 the motion to dismiss to one for summary judgment, his conduct created the
5 appearance of impropriety sufficient to show a violation of Mr. Mirch's Due Process.

6 317. This conduct at least gives the impression of impropriety violation of Mr.
7 Mirch's right to due process and a fair, unbiased forum.

8 318. The procedures were not followed in the proposed hearing set for
9 disciplinary action against Mr. Mirch.

10 319. Mr. Mirch has not been given sufficient time to respond to Mr. Kennedy
11 as he has not been made available.

12 320. Defendants have failed to follow the procedures normally set for a
13 hearing.

14 321. Instead of following the procedures established for a hearing, it is
15 necessary to provide proper notice of a hearing and a time to prepare.

16 322. Upon information and belief, Mr. Bare has secretly provided information
17 to the Panel assembled without the permission of Mr. Mirch. The documents are
18 secretly provided so that Mr. Mirch is unable to cross examine the evidence.

19 323. The time to file a hearing before Mr. Mirch has run well before the 2 years
20 has lapsed.

21 324. 2 years lapsed because Mr. Bare agreed with Mr. Hamilton that Judge
22 Hardesty's Order lacked merit.

23 325. Mr. Kennedy was hired by the State of Nevada Bar - Northern Nevada
24 Disciplinary.

25 326. Mr. Kennedy agreed with the order entered by Judge Hardesty without
26 requesting any evidence from Mr. Mirch.

27 327. Mr. Kennedy works for Lionel Sawyer Collins as a partner.

1 328. Lionel Sawyer Collins is adversary counsel for IGT in Wild Game NG
2 v. IGT.

3 329. The Nevada State Bar Association- Northern Nevada Panel has taken a
4 position in favor of IGT at the expense of Mr. Mirch and only to avoid trial in January
5 against IGT.

6 330. Defendants had a duty to provide to Mr. Mirch a separate notice of the
7 accusations and a reasonable opportunity to respond to them.

8 331. Mr. Mirch was not provided with proper notice of specific violations
9 resulting in the loss of his privileges. Only general statements agreeing with Judge
10 Hardesty have been provided.

11 332. In fact, Defendants charges were fabricated after the initial administrative
12 proceedings were initiated.

13 333. Defendants have an obligation to provide a notice of the individuals
14 present, transcript of the meeting, and initiated without the Defendants following the
15 procedures established in the rules, regulations, statutes, supreme court rules, and
16 applicable precedent.

17 334. In Mr. Mirch's case the initial charges were invalid as Defendants
18 attached a short statement to Judge Hardesty's order which was never tested by proper
19 discovery, motion to dismiss, and motion for summary judgment.

20 335. The specific legal harm was not disclosed to Plaintiff as required under
21 California, Nevada and United States constitution. Accordingly, Plaintiff did not have
22 proper notice of all of the charges made against him. As a result, Mr. Mirch has not been
23 allowed to defend against these charges. Since proper notification was not given, Mr.
24 Mirch was not given a reasonable opportunity to prepare for the fabricated charges.
25 Mr. Mirch literally faces new charges on a daily basis without notice and is required
26 to defend immediately without a due process opportunity to respond.

27 336. Mr. Mirch is being disciplined for two reasons, to prevent him from
28

1 representing clients who are pursuing viable claims against entities represented by
2 preferred lawyers, and to protect the Casinos that falsify markers and IGT which will
3 be required initiate a world wide recall since its boards, CVT's, SAS language as it
4 applies to Mega Bucks are so defective that IGT's customers will refuse to continue
5 to gamble in the state of Nevada.

6 337. The State Bar of Nevada - Northern Disciplinary Panel manipulated the
7 composition of the ad hoc committee which determined whether a hearing was proper.

8 338. Mr. Mirch was not provided the name of the members of the State of
9 Nevada- Northern Nevada Disciplinary Panel in order to create an adverse panel that
10 would not fear retribution for their acts to protect these Defendants.

11 339. The initial members were not qualified to make a decision as to whether
12 Mr. Mirch should be disciplined as the State Bar failed to seek any evidence
13 supporting Mr. Mirch's position, refused to provide Judge Kosach's transcript which
14 admits that he is acting improperly and adverse to the interests of Mr. Mirch and his
15 clients.

16 340. Each of the members that made a decision to hold a hearing against Mr.
17 Mirch had a conflict of interest as economic competitors, protectors of IGT or related
18 entities, and attorneys.

19 341. Jones & Vargas, by and through Anne Morgan, Mr. Beesley's Husband,
20 worked for Wild Game Ng and IGT at the same time without disclosing the same. The
21 State Bar of Nevada is aware of this conflict and refuses to take appropriate action for
22 such a conflict.

23 342. Sarah Beth Brown was represented by Bruce Laxalt who provided false
24 information to Judge Hardesty, regarding Mr. Mirch's conduct.

25 343. Bruce Laxalt, Pat Lundvall, Ms. Goedert are all aware that the contract for
26 services that Dr. Frank claimed he never signed nor knew about was in the possession
27 of a private investigator retained by McDonald Carano.

1 344. Since no investigation was done by the Nevada State Bar, that document
2 remains in the possession of their investigator or his wife or friend.

3 345. Aside from the above due process violations, the Nevada State Bar
4 Association-Northern Nevada Panel also violated Mr. Mirch's due process rights by
5 the following conduct:

- 6 1. Failure to provide the notice of any date of any violation of any
7 ethical rules.
- 8 2. The specific act or omission of alleged substandard ethical conduct
9 by Mr. Mirch.
- 10 3. The resulting negative impact on occurring as a result of the
11 alleged ethical violation by Mr. Mirch.
- 12 4. The objective standard of ethical care applicable under the care of
13 this case.
- 14 5. The Defendants violated Plaintiff's due process by not allowing
15 Mr. Mirch an opportunity to be heard and present evidence prior
16 to the hearing. Specifically, secret meetings occurred between the
17 initial ad hoc committee to determine whether a hearing was
18 proper.

19 346. The Defendants violated California and Nevada statutes for fair hearings.
20 The provisions include the right to an unbiased trier of fact and hearing officer; access
21 to all the documentary evidence to be presented at the hearing; the right to have a
22 record of the hearing; and the right to call, examine, and cross-examine witnesses.

23 347. As a result, Mr. Mirch seeks to recover his actual damages as proven at
24 trial, together with his reasonable and necessary attorneys' fees, court costs, and
25 interest as allowed by law.

26 348. Mr. Mirch is entitled to punitive damages for the malicious conduct
27 perpetuated by the Defendants in order to protect IGT, its attorneys participating in the
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1 Disciplinary hearing for over 2years, and having a hearing only to prevent a world
2 wide recall of all of IGT's equipment and certain casino's markers.

3 WHEREFORE, Plaintiff prays for relief as set forth below.

4 **THIRD CLAIM FOR RELIEF**

5 **(BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING)**

6 349. Plaintiff incorporates by reference all the previous paragraphs as if more
7 fully set forth herein.

8 350. The parties had a special relationship that required reliance upon the
9 representations and conduct of each other. The reliance which eventually lead to
10 performance by the Plaintiff was as a result of that same relationship and was
11 reasonable. Mr. Mirch relied upon the State of Nevada Bar-Northern Nevada
12 Disciplinary Panel.

13 351. Mr. Bare has a duty to the Association and its members to investigate and
14 determine when attorneys are using the State Bar as a litigation tool to protect clients
15 which should not be allowed to do business.

16 352. As described above, Defendants intentionally breached the covenant of
17 good faith and fair dealing with Plaintiff by making both incorrect and intentionally
18 false disclosures to the State of Nevada Northern Nevada Disciplinary Panel. The
19 false statements were made by Bruce Laxalt. The false statements included that Ms.
20 Pat Lundvall and Ms. Goedert had did not know the location of the Brooks/USI assets
21 in 1995.

22 353. In 1995 Ms. Lundvall knew that Mr. Savage had located the assets as of
23 1995, concealed the location until it was safe to provide the same to the public without
24 the Santa Barbara Bankruptcy court knowing that the same were supposed to be
25 provided to the Court.

26 354. During 2002, McDonald Carano employees knew that Mr. Savage had
27 located the assets in 1995, concealed their location from Mr. Mirch; and received
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1 those payments to date without paying Mr. Mirch.

2 355. Upon information and belief, Mr. Savage knew the location of the assets
3 and withheld the same from Mr. Mirch and the Santa Barbara Bankruptcy Court's un-
4 appealed order.

5 356. Specifically, the Defendants breached the covenant of good faith and fair
6 dealing in the following manner:

- 7 a. Illegally concealing the location of the Brooks/USI assets from
8 Mr. Mirch.
- 9 b. Mr. Laxalt provided a false motion to Judge Hardesty to the affect
10 that McDonald Carano did not know where the Brooks/USI assets
11 were located as of 1995.
- 12 c. Defendants misrepresented the allegations claiming that Mr. Mirch
13 had alleged that Ms. Goedert was involved in the Frank
14 Bankruptcy Fraud while she was in law school. The allegation
15 was meant and did state that McDonald Carano knew where the
16 Brooks/USI assets were located when she became involved in the
17 case.
- 18 d. Defendants concealed the fact that Mr. Laxalt knew where the
19 Mirch/Frank contracts had been located and withheld that
20 information in order to obtain funds some of which eventually
21 were provided to Judge Hardesty for his political complaint. In
22 1995 Mr. Laxalt knew where the Brooks/USI assets were located.
- 23 e. Upon information and belief, Mr. Savage obtained at least one of
24 the Mirch Frank contracts.

25 357. The breaches of the covenant of good faith and fair dealing are material
26 and intentional.

27 358. Plaintiff has requested that the breaches be cured on several occasions.

1 359. Defendants have refused without excuse to cure the breaches even though
2 notified of the same.

3 360. Defendants have intentionally violated the implied covenant of good faith
4 and fair dealing in order to cause Mr. Mirch and Mirch & Mirch severe harm
5 (destruction of his law practice and financial where with all).

6 361. As a direct and proximate result of the breach of the implied covenant of
7 good faith and fair dealing of Defendants, Plaintiff has been, and will be in the future,
8 prevented from earning maximum profits from the operation of its business. The exact
9 amount of the lost profits and loss of future earnings is thus far undetermined and
10 accordingly, will be proven at the time of trial.

11 362. Plaintiff has retained an attorney to prosecute this action and as a
12 consequence are entitled to reasonable attorney fees and costs related thereto.

13 363. As a result of Defendants breach of the implied covenant of good faith
14 and fair dealing, Plaintiffs have been damaged substantially in excess of \$75,000.

15 364. In breaching the covenant of good faith and fair dealing, Defendants
16 acted with malice and exhibited a reckless disregard for the rights of the Plaintiffs.
17 Therefore, Plaintiffs are entitled to punitive damages in an amount to be determined
18 at the time of trial.

19 WHEREFORE, Plaintiff prays for relief as set forth below.

20 **FOURTH CLAIM FOR RELIEF**

21 **(TORTUOUS INTERFERENCE WITH BUSINESS)**

22 **(All Defendants)**

23 365. Plaintiff incorporates by reference all the previous paragraphs as if more
24 fully set forth below.

25 366. Through the actions of the Defendants described herein and the
26 publication of Mr. Mirch's conduct to members of the legal community including but
27 not limited to Judge Munnell, as described herein, the Defendants have tortuously

1 interfered with Kevin J. Mirch, Esq.'s, business, particularly his relationship with his
2 clients.

3 367. Dr. Munnell was told by Pat Lundvall, Esq., that Mr. Mirch was going to
4 be disbarred prior to the time that Judge Hardesty had made his ruling. Judge Munnell
5 made the Statements in 2001 and has continued to do so until the present. Judge
6 Munnell learned that information from the McDonald firm, and Pat Lundvall.

7 368. Defendants, intended to interfere with Plaintiffs contracts with a number
8 of clients including Tom O'Brien and Jack Ferguson. Judge Munnell knew that
9 O'Brien and Ferguson were Mr. Mirch's clients.

10 369. As a result of Dr. Munnell's statements, Mr. Mirch lost legal work from
11 Mr. O'Brien's clients and had to share at least one case with another clients.

12 370. The acts, statements, determinations, and recommendations made and acts
13 reported by the Defendants as described herein, were undertaken with malice and with
14 the intention of preventing the contractual relationships between Mr. Mirch and his
15 clients. These actions were undertaken for the purpose of harming Mr. Mirch and
16 inhibiting competition. Defendants did not and do not possess a privilege, legal
17 justification or excuse which would have condoned such actions. Mr. Mirch's
18 business would not have been lost and Mr. Mirch would have obtained substantially
19 greater business, in the absence of Defendants' interference.

20 371. As a direct result of Defendants' interference with Mr. Mirch's business,
21 Mr. Mirch suffered and will continue to suffer actual damages including damages for
22 lost profits, loss of past and future earnings and/or earning capacity in an amount in
23 excess of \$1,000,000 dollars. In addition, Mr. Mirch has suffered damages for past and
24 future mental anguish and emotional distress, all to his damage and detriment in the
25 amount of at least \$1,000,000 dollars. Further, for the reasons more fully set forth
26 above, Pat Lundvall and Bruce Laxalt intentionally published a number of false
27 statements to Mr. Munnell who republished to other the fact that Mr. Mirch was being

1 disbarred.

2 372. As a result of the malicious conduct by Laxalt and Lundvall, Plaintiff has
3 suffered punitive damages which cannot be repaired. Accordingly, Plaintiff is entitled
4 to punitive damages.

5 373. Defendants were aware of these contractual relationships at the time that
6 they interfered with the same.

7 374. Defendants conduct substantially interfered with Plaintiffs ongoing
8 business and was intentional.

9 375. As a direct and proximate result of the intentional interference with actual
10 contractual relationships Defendants, Plaintiff has been, and will be in the future,
11 prevented from earning maximum profits from the operation of his medical practice.
12 The exact amount of the lost profits and loss of future earnings is thus far
13 undetermined and accordingly, will be proven at the time of trial.

14 376. As a result of Defendants improper conduct, Plaintiff has been damaged
15 substantially in excess of \$75,000.

16 377. Plaintiff retained an attorney in order to prosecute this action and
17 accordingly, is entitled to reasonable attorney fees and costs related thereto.

18 378. In committing the acts herein mentioned, Defendants acted arbitrarily,
19 capriciously, maliciously and with reckless disregard for Plaintiff. Consequently,
20 Plaintiff is entitled to punitive damages in an amount to be determined at the time of
21 trial.

22 WHEREFORE, Plaintiff prays for relief as set forth below:

23 **FIFTH CLAIM FOR RELIEF**

24 **INJUNCTIVE RELIEF**

25 **(STATE BAR OF NEVADA AND ROB BARE)**

26 379. Plaintiff incorporates by reference all the previous paragraphs of this
27 complaint as if more fully set forth herein.

1 380. The State Bar of Nevada- Northern Nevada Disciplinary Panel has made
2 a decision to hear whether Mr. Mirch should be disciplined for bringing an action
3 against McDonald Carano for threatening Mr. Mirch that if he disclosed to the Santa
4 Barbara Bankruptcy Court or the Bankruptcy Judge that over \$4,000,000.00 had been
5 recovered, that she would make sure that Mr. Mirch would be suspended or disbarred
6 from the practice of law.

7 381. Mr. Mirch made the disclosure to an agency regulating bankruptcy fraud.

8 382. After making that disclosure, Defendants initiated an action, motion to
9 dismiss against Mr. Mirch.

10 383. Mr. Mirch made the disclosure in accordance with an order entered by a
11 bankruptcy judge that was not appealed.

12 384. Judge Hardesty took over the case as the presiding judge from Judge
13 Adams 2 or 3 days prior to the hearing set by Judge Adams on the motion to dismiss.

14 385. Without prior notice, Judge Hardesty changed the motion from one to
15 dismiss to one for Summary Judgment.

16 386. Mr. Mirch was not allowed discovery or the opportunity to argue a
17 summary judgment motion at the time.

18 387. Judge Hardesty entered an order which harshly attacked Mr. Mirch and
19 referred the case to the State Bar of Nevada.

20 388. The State Bar of Nevada through its counsel refused to consider the matter
21 for approximately 2 years until Mr. Mirch was getting ready to litigate a highly
22 contentious matter against IGT.

23 389. The IGT matter involved manufacturing fraud, including but not limited
24 to altering serial numbers in order to hide defective CVT's.

25 390. As a result of the poor order Mr. Mirch was never allowed to have his case
26 properly argued after discovery.

27 391. At the time that Judge Hardesty issues the order against Mr. Mirch, he was
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1 regularly meeting with counsel for IGT and others that Mr. Mirch had successfully
2 won cases.

3 392. If Mr. Mirch were allowed to have his matter heard, it would have been
4 discovered that Judge Hardesty was wrong.

5 393. McDonald Carano had found the assets which were the subject matter of
6 the underlying claim from Mr. Savage, their investigator in 1995.

7 394. In order to obtain a substantial amount of that money, Ms. Lundvall
8 caused Mr. Savage to keep the location of the underlying assets private and blame Mr.
9 Mirch for lying.

10 395. If the hearing is allowed to continue without any discovery being allowed
11 Mr. Mirch's legal career could be substantially impacted.

12 396. This would cause irreparable harm to Mr. Mirch.

13 397. Mr. Mirch's legal career is a unique assets.

14 398. Any hearing should be foregone until Mr. Mirch is allowed to litigate the
15 IGT v. Wild Gaming Ng. If the proceeding is allowed, and Mr. Mirch is unsuccessful,
16 the impact may cause 500 employees to lose their jobs.

17 399. As irreparable harm may occur without an injunction preventing the
18 hearing, Mr. Mirch requests that this hearing be prevented until proper discovery and
19 the Nevada Supreme court can hear this matter.

20 400. The State Bar of Nevada has waited 2 years to bring this issue to a hearing
21 and its counsel has stated that Judge Hardesty's order is incorrect, but designed to
22 cause Mr. Mirch as a vendetta that started several years ago.

23 **PRAYER FOR RELIEF.**

24 Plaintiff prays for relief as is set forth below:

- 25 1. Damages the exact amount of which will be determined at the time of trial.
- 26 2. Punitive damages for the malicious contract caused by the Defendants.
- 27 3. For such other and further relief as the Court may deem appropriate.

1 4. For injunctive relief which prevents any disciplinary action from occurring
2 until Plaintiff has had an opportunity to receive discovery, including, but not limited
3 to the deposition of Mr. Kennedy and each of the parties in this case.

4
5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands trial by jury in this matter.

7
8 Respectfully submitted this 23rd day of March, 2006

9 Mirch & Mirch

10
11 /s/ KEVIN MIRCH
12 Kevin J. Mirch, in pro per
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